

EXHIBIT A

21121909

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FILED
ALAMEDA COUNTY

JAN 28 2019

CLERK OF THE SUPERIOR COURT
By Erica Baker
ERICA BAKER, Deputy

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Sabitra J. Soneji (SBN 224262) Tycko & Zavareei LLP 1970 Broadway, Suite 1070 Oakland, CA 94612 TELEPHONE NO: 510-254-6808 FAX NO: ATTORNEY FOR (Name): Plaintiff Lenay Johnson and Lamar Mosley, et al.	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Alameda STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: CITY AND ZIP CODE: Oakland, 94612 BRANCH NAME: Rene C. Davidson Courthouse	
CASE NAME:	

CIVIL CASE COVER SHEET		Complex Case Designation	CASE NUMBER:
<input checked="" type="checkbox"/> Unlimited <input type="checkbox"/> Limited (Amount demanded exceeds \$25,000) (Amount demanded is \$25,000 or less)		<input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	RG19004671
		JUDGE:	
		DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)	Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20)
Non-PI/PD/WD (Other) Tort <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35)	Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): 3

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 1/28/2019

Sabitra J. Soneji

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES	
Auto Tort	Contract
Auto (22)–Personal Injury/Property	Breach of Contract/Warranty (06)
Damage/Wrongful Death	Breach of Rental/Lease
Uninsured Motorist (46) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>)	Contract (<i>not unlawful detainer or wrongful eviction</i>)
	Contract/Warranty Breach–Seller
	Plaintiff (<i>not fraud or negligence</i>)
	Negligent Breach of Contract/Warranty
	Other Breach of Contract/Warranty
	Collections (e.g., money owed, open book accounts) (09)
	Collection Case–Seller Plaintiff
	Other Promissory Note/Collections Case
	Insurance Coverage (<i>not provisionally complex</i>) (18)
	Auto Subrogation
	Other Coverage
	Other Contract (37)
	Contractual Fraud
	Other Contract Dispute
	Real Property
	Eminent Domain/Inverse Condemnation (14)
	Wrongful Eviction (33)
	Other Real Property (e.g., quiet title) (26)
	Writ of Possession of Real Property
	Mortgage Foreclosure
	Quiet Title
	Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>)
	Unlawful Detainer
	Commercial (31)
	Residential (32)
	Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>)
	Judicial Review
	Asset Forfeiture (05)
	Petition Re: Arbitration Award (11)
	Writ of Mandate (02)
	Writ–Administrative Mandamus
	Writ–Mandamus on Limited Court Case
	Case Matter
	Writ–Other Limited Court Case Review
	Other Judicial Review (39)
	Review of Health Officer Order
	Notice of Appeal–Labor Commissioner Appeals
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
Asbestos (04)	Antitrust/Trade Regulation (03)
Asbestos Property Damage	Construction Defect (10)
Asbestos Personal Injury/Wrongful Death	Claims Involving Mass Tort (40)
Product Liability (<i>not asbestos or toxic/environmental</i>) (24)	Securities Litigation (28)
Medical Malpractice (45)	Environmental/Toxic Tort (30)
Medical Malpractice–Physicians & Surgeons	Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41)
Other Professional Health Care Malpractice	Enforcement of Judgment
Other PI/PD/WD (23)	Enforcement of Judgment (20)
Premises Liability (e.g., slip and fall)	Abstract of Judgment (Out of County)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Confession of Judgment (<i>non-domestic relations</i>)
Intentional Infliction of Emotional Distress	Sister State Judgment
Negligent Infliction of Emotional Distress	Administrative Agency Award (<i>not unpaid taxes</i>)
Other PI/PD/WD	Petition/Certification of Entry of Judgment on Unpaid Taxes
Non-PI/PD/WD (Other) Tort	Other Enforcement of Judgment Case
Business Tort/Unfair Business Practice (07)	Miscellaneous Civil Complaint
Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08)	RICO (27)
Defamation (e.g., slander, libel) (13)	Other Complaint (<i>not specified above</i>) (42)
Fraud (16)	Declaratory Relief Only
Intellectual Property (19)	Injunctive Relief Only (<i>non-harassment</i>)
Professional Negligence (25)	Mechanics Lien
Legal Malpractice	Other Commercial Complaint Case (<i>non-tort/non-complex</i>)
Other Professional Malpractice (<i>not medical or legal</i>)	Other Civil Complaint (<i>non-tort/non-complex</i>)
Other Non-PI/PD/WD Tort (35)	Miscellaneous Civil Petition
Employment	Partnership and Corporate Governance (21)
Wrongful Termination (36)	Other Petition (<i>not specified above</i>) (43)
Other Employment (15)	Civil Harassment
	Workplace Violence
	Elder/Dependent Adult Abuse
	Election Contest
	Petition for Name Change
	Petition for Relief From Late Claim
	Other Civil Petition

F. ADDENDUM TO CIVIL CASE COVER SHEET

Short Title: Lenay Johnson and Lamar Mosley v. Extra Space Storage Inc.

Case Number:

CIVIL CASE COVER SHEET ADDENDUM

THIS FORM IS REQUIRED IN ALL NEW UNLIMITED CIVIL CASE FILINGS IN THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

[] Oakland, Rene C. Davidson Alameda County Courthouse (446) [] Hayward Hall of Justice (447)
 [] Pleasanton, Gale-Schenone Hall of Justice (448)

Civil Case Cover Sheet Category	Civil Case Cover Sheet Case Type	Alameda County Case Type (check only one)	
Auto Tort	Auto tort (22)	<input type="checkbox"/> 34	Auto tort (G) Is this an uninsured motorist case? [<input type="checkbox"/>] yes [<input type="checkbox"/>] no
Other PI /PD / WD Tort	Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD tort (23)	<input type="checkbox"/> 75 <input type="checkbox"/> 89 <input type="checkbox"/> 97 <input type="checkbox"/> 33	Asbestos (D) Product liability (<u>not</u> asbestos or toxic tort/environmental) (G) Medical malpractice (G) Other PI/PD/WD tort (G)
Non - PI /PD / WD Tort	Bus tort / unfair bus. practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)	<input checked="" type="checkbox"/> 79 <input type="checkbox"/> 80 <input type="checkbox"/> 84 <input type="checkbox"/> 24 <input type="checkbox"/> 87 <input type="checkbox"/> 59 <input type="checkbox"/> 03	Bus tort / unfair bus. practice (G) Civil rights (G) Defamation (G) Fraud (G) Intellectual property (G) Professional negligence - non-medical (G) Other non-PI/PD/WD tort (G)
Employment	Wrongful termination (36) Other employment (15)	<input type="checkbox"/> 38 <input type="checkbox"/> 85 <input type="checkbox"/> 53 <input type="checkbox"/> 54	Wrongful termination (G) Other employment (G) Labor comm award confirmation Notice of appeal - L.C.A.
Contract	Breach contract / Wrnty (06) Collections (09) Insurance coverage (18) Other contract (37)	<input type="checkbox"/> ,04 <input type="checkbox"/> 81 <input type="checkbox"/> 86 <input type="checkbox"/> 98	Breach contract / Wrnty (G) Collections (G) Ins. coverage - non-complex (G) Other contract (G)
Real Property	Eminent domain / Inv Cdm (14) Wrongful eviction (33) Other real property (26)	<input type="checkbox"/> 18 <input type="checkbox"/> 17 <input type="checkbox"/> 36	Eminent domain / Inv Cdm (G) Wrongful eviction (G) Other real property (G)
Unlawful Detainer	Commercial (31) Residential (32) Drugs (38)	<input type="checkbox"/> 94 <input type="checkbox"/> 47 <input type="checkbox"/> 21	Unlawful Detainer - commercial Unlawful Detainer - residential Unlawful detainer - drugs.
Judicial Review	Asset forfeiture (05) Petition re: arbitration award (11) Writ of Mandate (02) Other judicial review (39)	<input type="checkbox"/> 41 <input type="checkbox"/> 62 <input type="checkbox"/> 49 <input type="checkbox"/> 64	Asset forfeiture Pet. re: arbitration award Writ of mandate Is this a CEQA action (Publ.Res.Code section 21000 et seq) [<input type="checkbox"/>] Yes [<input type="checkbox"/>] No Other judicial review
Provisionally Complex	Antitrust / Trade regulation (03) Construction defect (10) Claims involving mass tort (40) Securities litigation (28) Toxic tort / Environmental (30) Ins covrg from cmplx case type (41)	<input type="checkbox"/> 77 <input type="checkbox"/> 82 <input type="checkbox"/> 78 <input type="checkbox"/> 91 <input type="checkbox"/> 93 <input type="checkbox"/> 95	Antitrust / Trade regulation Construction defect Claims involving mass tort Securities litigation Toxic tort / Environmental Ins covrg from complex case type
Enforcement of Judgment	Enforcement of judgment (20)	<input type="checkbox"/> 19 <input type="checkbox"/> 08	Enforcement of judgment Confession of judgment
Misc Complaint	RICO (27) Partnership / Corp. governance (21) Other complaint (42)	<input type="checkbox"/> 90 <input type="checkbox"/> 88 <input type="checkbox"/> 68	RICO (G) Partnership / Corp. governance (G) All other complaints (G)
Misc. Civil Petition	Other petition (43)	<input type="checkbox"/> 06 <input type="checkbox"/> 69	Change of name Other petition

1 Sabita J. Soneji (CA Bar No. 224262)
2 Tanya Koshy (CA Bar No. 277095)
TYCKO & ZAVAREEI LLP
3 1970 Broadway, Suite 1070
Oakland, CA 94612
4 Telephone: (510) 254-6808
Facsimile: (202) 973-0950
5 ssoneji@tzlegal.com
tkoshy@tzlegal.com

ENDORSED
FILED
ALAMEDA COUNTY

28/3/19

CLERK OF THE SUPERIOR COURT
By: ERICA BAKER, Deputy

7 *Counsel for Plaintiffs and the Proposed Class*
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF ALAMEDA

11
12 LENAY JOHNSON AND LAMAR MOSLEY,
individually and on behalf of themselves and all
others similarly situated,

13 Plaintiffs,
14 v.

15 EXTRA SPACE STORAGE INC.,

16 Defendant.

FAXED

RG19004671

Case No.

(JURY TRIAL DEMANDED)

CLASS ACTION COMPLAINT

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1 Plaintiffs Lenay Johnson and Lamar Mosley (“Plaintiffs”), on behalf of themselves and all
 2 others similarly situated, bring this Class Action Complaint against Defendant Extra Space Storage Inc.
 3 (“Extra Space” or “Defendant”). Plaintiffs, by their counsel, make the following allegations pursuant to
 4 the investigation of their counsel and based upon information and belief, except as to allegations
 5 specifically pertaining to themselves and their counsel, which are based on personal knowledge.

6 **INTRODUCTION**

7 1. Extra Space engages in a deceptive bait-and-switch scheme: It lures consumers into
 8 leasing Extra Space’s storage units by advertising competitive rental rates, while hiding the fact that it
 9 will hike up those rental rates shortly after consumers have signed leases.

10 2. Extra Space advertises rental rates for its storage units without describing them as
 11 “promotional” or “introductory,” giving the impression to consumers that these rates are the true rental
 12 rates and represent what they will pay if they sign leases.

13 3. While Extra Space represents to consumers that it may raise rental rates to keep up with
 14 “rising costs,” it discloses to investors and other industry stakeholders that it raises rental rates to
 15 generate more profit.

16 4. Indeed, while Extra Space hikes up a consumer’s rental rate after she signs a lease,
 17 claiming that the increase is due to “rising costs,” it continues to advertise a lower rate for the same size
 18 unit to lure other consumers into signing leases.

19 5. Extra Space knows that reasonable consumers would be unlikely to sign leases with
 20 Extra Space if they knew that the rental rates to which they agreed in their leases were only temporary
 21 and that Extra Space planned to increase their rates in a matter of months to generate additional profit,
 22 not in order to keep up with “rising costs.”

23 6. Extra Space also knows that it can increase rental rates after reasonable consumers have
 24 signed leases, because, at that point, reasonable consumers—having paid non-refundable administration
 25 fees, organized their belongings, and paid for moving costs—are unlikely to terminate their leases and
 26 restart the process with other storage facilities.

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1 7. By advertising competitive rental rates, increasing those rates after a consumer has
2 expended substantial time and money, and falsely representing that rate increases are due to “rising
3 costs,” Extra Space has raked in millions of dollars in revenue at the expense of consumers.

4 8. Plaintiffs bring this lawsuit on behalf of themselves and the class of consumers who
5 suffered damages after they rented storage units with Extra Space that they would not have otherwise
6 rented, at rates to which they would otherwise not have agreed, had they not been drawn in by Extra
7 Space's advertised rental rates.

8 9. Extra Space's misleading bait-and-switch scheme constitutes false and misleading
9 advertising in violation of California's Unfair Competition Law (the "UCL") (Cal. Bus. & Prof. Code §
10 17200), California's False Advertising Law (the "FAL") (Cal. Bus. & Prof. Code § 17500) and
11 California's Consumer Legal Remedies Act (the "CLRA") (Cal. Civ. Code §§ 1750 *et seq.*).

THE PARTIES

10. Plaintiff Lenay Johnson is a resident of Hawthorne, California.

14 11. Plaintiff Lamar Mosley is a resident of Oakland, California.

15 12. Defendant Extra Space, Inc. is a Maryland corporation with its headquarters and
16 principal place of business in Utah.

JURISDICTION AND VENUE

18 13. This Court has personal jurisdiction over Extra Space because Extra Space has sufficient
19 minimum contacts with the state of California and Plaintiffs' claims arise from those minimum contacts.
20 Specifically, Plaintiffs' claims against Extra Space arise out of its conduct within the State of California.

14. This Court has subject matter jurisdiction over this class action pursuant to Code of Civ.
Proc. § 410.10, Bus. & Prof. Code § 17204, and the California Constitution.

23 15. Venue is proper in the Superior Court for the County of Alameda, in that Extra Space
24 transacted business within the County, and many of the alleged unlawful acts and omissions likely took
25 place within this County.

FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

27 16. Extra Space, the second largest storage facility company in the country, employs a
28 deceptive bait-and-switch scheme to lure in consumers.

1 17. Extra Space advertises competitive rental rates for its storage units to entice consumers
 2 to sign leases.

3 18. But Extra Space's advertised rental rates are false promises. Extra Space claims on its
 4 website that it increases rental rates "in order to keep up with the rising costs associated with providing
 5 top-notch service and a clean, secure facility."¹

6 19. But once a consumer signs a lease, Extra Space increases the rate within months,
 7 irrespective of any "rising costs," while continuing to advertise the same-size unit for the lower rate to
 8 other consumers.

9 20. Because Extra Space continues to advertise the lower rate for the same-size unit, it is
 10 apparent that Extra Space's frequent rental rate increases are not based on "rising costs."

11 21. Extra Space knows that by the time Extra Space's deceptive bait-and-switch scheme is
 12 revealed, consumers have already invested the time, effort, and money to pack, transport, and store
 13 their belongings, and are unlikely to move.

14 22. Moreover, Extra Space requires consumers who rent storage units to obtain insurance
 15 and pay a one-time, non-refundable administration fee. Given those costs, consumers who rent storage
 16 units are even less likely to move their belongings to another company's storage facility, despite
 17 advanced notice of Extra Space's rental rate increase.

18 23. Indeed, Extra Space's executive leadership acknowledges that its deceptive bait-and-
 19 switch scheme is dependent on consumers having already invested substantial resources, because at that
 20 point, they are unlikely to move, even if they receive the notice of a rental rate increase.

21 24. In an article for SpareFoot, a storage industry website, Extra Space's former Chief
 22 Executive Officer, Spencer F. Kirk, acknowledged that consumers will simply absorb a rental increase
 23 because of the time and money already spent:

24 Kirk said that the vast majority of Extra Space customers absorb the rental rate
 25 increases without moving out.
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 27

28 ¹ (Extra Space Storage, *Is my price guaranteed for as long as I rent?*, Frequently Asked Questions
 29 <<https://www.extraspace.com/Storage/Questions.aspx>> [as of Jan. 28, 2019].)

1 “We are hitting the sweet spot,” Kirk said regarding the company’s rate increases
 2 on existing customers. **Extra Space is able to raise rates on customers up to**
 3 **10 percent with little pushback**, he said.

4 “Let’s be realistic about this. If you are renting a unit and you find out your
 5 rent is going up \$15, you are not likely to rent a U-Haul truck, pack up your
 6 stuff, go down the street, unpack your stuff and return the truck just to save
 7 15 bucks,” Kirk said, “Most people won’t go through the effort to do that.”

8 Harris, *Extra Space finds “sweet spot” on rent increases* (May 3, 2016) SpareFoot, attached as
 9 Exhibit A (emphasis added).

10 25. Extra Space also discloses to its investors that raising rents is a substantial part of its
 11 revenue growth strategy, and is not related to “rising costs.” In a call to investors to discuss its fourth
 12 quarter and year-end earnings for 2017, Extra Space’s Chief Executive Officer Joseph Margolis
 13 explained that “[s]trong occupancy together with **increased rental rates to new and existing**
 14 **customers led to same-store revenue growth** for the year of 5.1%, [net operating income] growth of
 15 6.9%”²

16 26. Such false and misleading advertising, where the deception is revealed only after a
 17 consumer has invested resources to rent a storage unit, is actionable under California consumer
 18 protection laws.

19 27. Extra Space’s deceptive pricing practices also divert business to Extra Space that would
 20 have otherwise gone to its competitors.

21 28. Rental rates of storage units leased by Extra Space are material to consumers. And the
 22 fact that Extra Space advertises a rental rate for a storage unit and then increases the rate months after a
 23 consumer signs a lease—while still advertising the same lower rate for the same-size unit—is also
 24 material to consumers.

25 29. Unsurprisingly, many consumers have been duped by Extra Space’s bait-and-switch

24 2 (Extra Space Storage Q4 Earnings Call Transcript (Feb. 21, 2018) Seeking Alpha
 25 <[https://seekingalpha.com/article/4149161-extra-space-storages-exr-ceo-joseph-margolis-q4-2017-](https://seekingalpha.com/article/4149161-extra-space-storages-exr-ceo-joseph-margolis-q4-2017-results-earnings-call-transcript?part=single)
 26 results-earnings-call-transcript?part=single> [as of Jan. 28, 2019] [“We projected 2017 would be
 27 characterized by a gradual return towards historical and sustainable revenue and NOI growth levels.
 28 That is exactly what happened. Strong occupancy together with increased rental rates to new and
 29 existing customers led to same-store revenue growth for the year of 5.1%, NOI growth of 6.9% and
 2 core FFO growth of 13.8%.”]; see also id. [“Throughout the quarter, we increased rates to new
 2 customers in the low to mid single digits, and we continue our existing customer rate increase program
 2 without changes.”].)

1 advertising into leasing storage units from Extra Space.

2 30. Consumers nationwide have complained, in a consistent fashion, about Extra Space's
3 bait-and-switch scheme:

4 **"I rented a unit about 3 months ago and just got a notice in the mail let me know
5 they were increasing my rent by 58%. I was paying \$224 a month and they want
6 \$354 now! I went online and the online price for the same unit is \$42 a month
7 cheaper. I went in to try to have them fix this and they were unable to do anything
stating that supply and demand caused the rate hike. Be warned that their rates
posted will go massively up without little to no warning."**

– Jason of Placentia, CA (April 5, 2018)³

8 **"I have been with this rip off company for too many years. I'm sick and tired of
9 the price changes every six months. I think I'm going to call my local news
10 WAVYTV10 and ask them to do a report. I suggest anyone who sees this and
11 know what I'm talking about does the same. I have never been with a company
12 who does this. I'm in the military I pay on time and have been with them forever.
The facility I am in is nice and fairly convenient to where I live. This price jacking
is insane! Please report them to every possible social media and consumer reports
avenue.:**

– Tameaka of Virginia Beach, VA (August 23, 2018)⁴

14 **"New place and have low monthly rates to start BUT, I just got a 15%
15 increase in monthly rate after being there only 5 months. So, Chicago has no
16 protections on rent increases and storage companies know that you must rent
a truck and move the stuff out. Also, I have had many times at this location
17 where I can not [sic] get into the garage space because moving companies are
allowed to block the garage from other paying customers."**

– Victor Z. of Chicago, IL (April 5, 2017)⁵

18 31. All consumers who have been enticed into leasing storage units from Extra Space by the
19 pricing practices described in this Complaint have suffered damage as a result of Extra Space's bait-
20 and-switch advertising. Plaintiffs bring this action to represent those consumers who leased from Extra
21 Storage and suffered damages in the amount of the difference between the increased rental rates and
22 the original rental rates to which Plaintiffs and Class members agreed in their leases, in amounts that
23 will be proven at trial.

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26 ³ (Extra Space Storage, Consumer Affairs <<https://www.consumeraffairs.com/movers/extra-space-self-storage.html?page=2>> [as of Jan. 28, 2019].)

27 ⁴ (Extra Space Storage, Consumer Affairs <<https://www.consumeraffairs.com/movers/extra-space-self-storage.html>> [as of Jan. 28, 2019].)

28 ⁵ (Extra Space Storage, Yelp <*available at* <https://www.yelp.com/biz/extra-space-storage-chicago-34?osq=Extra+Space+Storage>> [as of Jan. 28, 2019].)

THE EXPERIENCES OF THE NAMED PLAINTIFFS

Plaintiff Lamar Mosley

32. Plaintiff Lamar Mosley rented a storage unit in April 2018 at Extra Space's facility located at 6401 San Leandro Street, Oakland, California 94621 at a monthly rate of \$127. Mr. Mosley needed a storage unit because he had recently moved from Lathrop, California to Oakland, California, and his new home in Oakland could not hold all of his and his family's belongings. Though there were storage facilities closer to his home, Mr. Mosley rented with Extra Space because of its competitive pricing. At the time he was considering renting with Extra Space, an Extra Space employee at the 6401 San Leandro Street location advised that Mr. Mosley could either get a free month's rent or commit to a low rate if he rented "long term." The employee also advised that Extra Space would not arbitrarily raise rates and would only raise his rate to cover costs.

33. Five months later, in September 2018, Mr. Mosley's rate went up from \$127 to \$146. Mr. Mosley did not get any notice of the rental increase. Rather, Mr. Mosley received an email from Extra Space notifying him of his new billing statement, which included the increased rental rate.

34. Because of the expense and time it would take to find a new storage facility and move his belongings from Extra Space to another facility, Mr. Mosley continued to rent with Extra Space despite the rate increase.

35. Extra Space's deceptive advertised rental rate was a substantial factor in causing Mr. Mosley's decision to lease a unit.

36. That is, if Mr. Mosley had known at the time he rented that Extra Space had a practice of increasing rental rates for all consumers who rent storage units within a few months, for reasons unrelated to rising costs, he would not have rented with Extra Space.

37. Moreover, if Mr. Mosley had known that the purpose of the increase in his rental rate was to increase profits, not to keep up with rising costs as represented, he would not have continued to lease a storage unit with Extra Space.

38. Because of Extra Space's past deception, Mr. Mosley will be unable to rely on Extra Space's advertising in the future. As a result, he will not lease another unit, even though he would like to.

39. If Extra Space's true rental rate was advertised from the outset, and did not increase for

1 reasons other than rising costs as represented, Mr. Mosley would likely lease a unit with Extra Space in
2 the future.

3 *Plaintiff Lenay Johnson*

4 40. Plaintiff Lenay Johnson rented a storage unit in March 2018 at Extra Space's facility
5 located at 17575 S. Western Avenue, Gardena, California, 90248 at a monthly rate of \$205. Ms.
6 Johnson needed a storage unit because she had recently moved in with her mother.

7 41. Ms. Johnson was told by an Extra Space employee at the at 17575 S. Western Avenue,
8 Gardena, California, 90248 location that her rate would only go up because of rising costs.

9 42. Four months later, in July 2018, Ms. Johnson received a postcard in the mail notifying
10 her that her rate would go up from \$205 to \$236 on August 17, 2018.

11 43. Because of the expense and time it would take to find a new storage facility and move
12 her belongings from Extra Space to another facility, Ms. Johnson continued to rent with Extra Space
13 despite the increase.

14 44. Extra Space's deceptive advertised rental rate was a substantial factor in causing Ms.
15 Johnson's decision to lease a unit.

16 45. That is, if Ms. Johnson had known at the time she rented that Extra Space had a
17 practice of increasing rental rates within a few months for all consumers who rent storage units, for
18 reasons unrelated to rising costs, she would not have rented with Extra Space.

19 46. Moreover, if Ms. Johnson had known that the purpose of the increase in her rental rate
20 was to increase profits, not to keep up with rising costs as represented, she would not have continued
21 to lease a storage unit with Extra Space.

22 47. Because of Extra Space's past deception, Ms. Johnson will be unable to rely on Extra
23 Space's advertising in the future. As a result, she will not lease another unit, even though she would like
24 to.

25 48. If Extra Space's true rental rate was advertised from the outset, and did not increase for
26 reasons other than rising costs as represented, Ms. Johnson would likely lease a unit with Extra Space in
27 the future.

28 **CLASS ACTION ALLEGATIONS**

1 49. Plaintiffs bring this action on behalf of themselves and the class defined as follows:

2 All persons residing in the United States who signed leases for storage
 3 units in California from Extra Space Storage from January 28, 2015 to
 present.

4 50. The questions here are ones of common or general interest class that there is a well-
 5 defined community of interest among the class members. These questions predominate over questions
 6 that may affect only individual class members because Extra Space has acted on grounds generally
 7 applicable to the class. Such common legal or factual questions include, but are not limited to:

- 8 a. Whether Defendant's pricing practices were and are likely to mislead consumers;
- 9 b. Whether Defendant's representations, including on its website, that increases in rental rates
 are related to "rising costs" are false and misleading;
- 10 c. Whether Defendant knew or should have known that its pricing practices were and are
 likely to mislead consumers;
- 11 d. Whether Defendant knew or should have known that its advertised prices for its storage
 units were and are false and/or misleading;
- 12 e. Whether Defendant made and continues to make false or misleading statements of fact
 concerning advertised rental rates;
- 13 f. Whether Defendant made and continues to make false or misleading statements of fact
 concerning the circumstances under which it will increase its rental rates;
- 14 g. Whether the facts Defendant failed and continues to fail to disclose in its advertising were
 and are material;
- 15 h. Whether reliance on Defendant's misrepresentations and omissions is presumed;
- 16 i. Whether Defendant's acts alleged herein were unlawful;
- 17 j. Whether Defendant's acts alleged herein were and are unfair;
- 18 k. Whether consumers suffered and continue to suffer damage as a result of Defendant's acts
 alleged herein;
- 19 l. The extent of the damage suffered by consumers as a result of Defendant's acts alleged
 herein;
- 20 m. Whether Defendant should be enjoined from continuing to advertise as alleged herein.

1 51. Members of the class are so numerous that joinder is impracticable. While the exact
 2 number of class members is unknown to Plaintiffs, it is believed that the class comprises thousands of
 3 members geographically disbursed throughout California.

4 52. It is impracticable to bring Class members' individual claims before the Court. Class
 5 treatment permits a large number of similarly situated persons or entities to prosecute their common
 6 claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of
 7 evidence, effort, expense, or the possibility of inconsistent or contradictory judgments that numerous
 8 individual actions would engender. The benefits of the class mechanism, including providing injured
 9 persons or entities with a method for obtaining redress on claims that might not be practicable to
 10 pursue individually, substantially outweigh any difficulties that may arise in the management of this class
 11 action.

12 53. Plaintiffs' claims are typical of the members of the class and all subclasses, as all
 13 members of the class are similarly affected by Extra Space's actionable conduct. Plaintiffs and all
 14 members of the class leased storage units with Extra Space in California. In addition, Extra Space's
 15 conduct that gave rise to the claims of Plaintiffs and members of the class (*i.e.* advertising a rental rate
 16 and then increasing the rate after Plaintiffs signed leases without any connection to rising costs) is the
 17 same for all members of the class.

18 54. Plaintiffs will fairly and adequately protect the interests of the class because they have
 19 no interests antagonistic to, or in conflict with, the class that Plaintiffs seeks to represent. Furthermore,
 20 Plaintiffs have retained counsel experienced and competent in the prosecution of complex class action
 21 litigation, particularly that involving false and misleading advertising.

22 55. Plaintiffs know of no difficulty to be encountered in this action that would preclude its
 23 maintenance as a class action.

24 56. Extra Space has acted or refused to act on grounds generally applicable to the class,
 25 thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the
 26 class as a whole.

27

28

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Violations of False Advertising Law (California Business and Professions Code section 17500)

(By Plaintiffs and on Behalf of the Class)

57. Plaintiffs repeat and reallege each and every fact, matter, and allegation set forth above and incorporates them at this point by reference as though set forth in full.

58. Defendant's acts alleged herein violate California Business and Professions Code section 17500. Defendant acted knowingly, recklessly, and in conscious disregard of the true facts in perpetuating its deceptive advertising scheme and causing injuries to Plaintiffs and the Class.

59. Plaintiffs and the Class have been misled and unfairly induced to enter into transactions and to overpay for the lease of storage units. As a result of Defendant's false and misleading pricing practices, misrepresentations, and omissions, Plaintiffs and the Class have been injured in amounts not less than the difference between any increase in their rental rates and the original rental rates to which Plaintiffs and Class members agreed in their leases, but which are believed to exceed the hundreds of thousands, or possibly millions, of dollars in the aggregate. These amounts have been paid to Defendant by Plaintiffs and the Class and should be restored to them.

SECOND CAUSE OF ACTION

Violations of Unfair Competition Law (California Business and Professions Code section 17200)

(By Plaintiffs and on Behalf of the Class)

60. Plaintiffs repeat and reallege each and every fact, matter, and allegation set forth above and incorporates them at this point by reference as though set forth in full.

61. Defendant has engaged in business acts and practices that, as alleged above, constitute unfair competition in violation of Business and Professions Code section 17200. Specifically, Defendant's acts alleged herein are unfair and likely to deceive the general public, and Defendant's acts alleged herein are unlawful in that they violate California Business and Professions Code section 17500 (false and misleading advertising), and California Civil Code sections 1770(a)(9), (13), and (14) (CLRA), as well as other federal and state statutes and regulations.

62. As a result of Defendant's unfair, fraudulent, and unlawful business practices alleged herein, Plaintiffs and the Class have been injured in amounts not less than the difference between any

1 increase in their rental rates and the original rental rates to which Plaintiffs and Class members agreed in
 2 their leases, which amounts have not yet been ascertained but which are believed to exceed the hundreds
 3 of thousands, or possibly millions, of dollars in the aggregate. These amounts have been paid to
 4 Defendant by Plaintiffs and the Class and should be restored to them.

5 63. If Defendant is permitted to continue to engage in the unlawful, unfair, and fraudulent
 6 pricing practices described above, its conduct will engender further injury, expanding the number of
 7 injured members of the public beyond its already large size, and will tend to render any judgment at law,
 8 by itself, ineffectual. Under such circumstances, Plaintiffs and the Class have no adequate remedy at law
 9 in that Defendant will continue to engage in the wrongful conduct alleged herein, thus engendering a
 10 multiplicity of judicial proceedings. Plaintiffs and the Class request and are entitled to injunctive relief,
 11 enjoining Defendant from continuing to engage in the unfair, unlawful, and fraudulent advertising
 12 described herein.

THIRD CAUSE OF ACTION

Violations of the California Consumers Legal Remedies Act (By Plaintiffs and on Behalf of the Class)

15 64. Plaintiffs repeat and realleges each and every fact, matter, and allegation set forth above
 16 and incorporates them at this point by reference as though set forth in full.

17 65. At all relevant times, Plaintiffs were “consumers” as defined by California Civil Code
 18 section 1761(d).

19 66. At all relevant times, Defendant’s storage units constituted “goods” as defined by
 20 California Civil Code section 1761(a).

21 67. At all relevant times, Defendant constituted a “person” as defined by California Civil
 22 Code section 1761(c).

23 68. At all relevant times, Plaintiffs and each of the Class member’s purchases of Defendant’s
 24 goods constituted a “transaction” as defined by California Civil Code section 1761(e).

25 69. The CLRA provides that it is unlawful to: (i) advertise goods or services with the intent
 26 not to sell them as advertised; and (ii) represent that a transaction confers or involves rights, remedies, or
 27

1 obligations which it does not have or involve, or which are prohibited by law. Cal. Civ. Code §§ 1770(a)(9),
2 (14). Defendant's acts alleged herein violate the CLRA.

3 70. Plaintiffs, on behalf of themselves and the Class, seeks an order enjoining Defendant's
4 unfair or deceptive acts or practices, equitable relief, an award of attorneys' fees and costs under Cal. Civ.
5 Code § 1780(e).

6 71. Plaintiffs and Class members reserve the right to give statutory written notice of this claim
7 via certified mail, and to thereafter seek damages via an amended complaint.

8 **WHEREFORE**, Plaintiffs pray for judgment as follows:

9 **ON THE FIRST AND SECOND CAUSES OF ACTION**

10 72. For an order requiring Defendant to restore monies that Defendant acquired from
11 Plaintiffs and Class members in the amount not less than the difference between any increase in
12 Plaintiffs and Class Members' rental rates and the original rental rates to which Plaintiffs and Class
13 members agreed in their leases;

14 73. Interest on all such sums restored at the maximum legal rate;

15 74. For an order or orders enjoining Defendant from continuing to employ unfair
16 methods of competition and commit unfair and deceptive acts and practices alleged in this
17 complaint and any other acts and practices proven at trial;

18 75. For an award of attorneys' fees to Plaintiffs' counsel pursuant to section 1021.5 of
19 the California Code of Civil Procedure;

20 76. For costs of suit incurred in this action; and

21 77. For such other and further relief as the Court may deem just and proper.

22 **ON THE THIRD CAUSE OF ACTION**

23 78. For an order or orders enjoining Defendant from continuing to employ unfair methods
24 of competition and commit unfair and deceptive acts and practices alleged in this complaint and any
25 other such acts and practices proven at trial;

26 79. For an award of costs and attorneys' fees to Plaintiffs' counsel pursuant to California Civil
27 Code section 1780(d) and California Code of Civil Procedure section 1021.5;

28 80. For such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiffs hereby demand a jury trial in the instant action.

Dated: January 28, 2019

Respectfully submitted,

Sabira J. Soneji (CA Bar No. 224262)
1970 Broadway, Suite 1070
Oakland, CA 94612
Telephone: (510) 254-6808
Facsimile: (202) 973-0950
ssoneji@tzlegal.com

EXHIBIT A

10/18/2018

Extra Space finds "sweet spot" on rent increases - The SpareFoot Storage Beat

This is Google's cache of <https://www.sparefoot.com/self-storage/news/4015-extra-space-starts-2016-strong/> (<https://www.sparefoot.com/self-storage/news/4015-extra-space-starts-2016-strong/>). It is a snapshot of the page as it appeared on Sep 26, 2018 09:54:30 GMT. The current page (<https://www.sparefoot.com/self-storage/news/4015-extra-space-starts-2016-strong/>) could have changed in the meantime. Learn more. (<http://support.google.com/websearch/bin/answer.py?hl=en&p=cached&answer=1687222>)

Full version Text-only version (<http://webcache.googleusercontent.com/search?q=cache:eZAWYaNVCUJ:https://www.sparefoot.com/self-storage/news/4015-extra-space-starts-2016-strong/>)
Tip: To quickly find your search term on this page, press **Ctrl+F** or **⌘-F** (Mac) and use the find bar.

Extra Space finds "sweet spot" on rent increases

by Alexander Harris (<https://www.sparefoot.com/self-storage/news/author/alexander-harris/>) on May 3, 2016 (<https://www.sparefoot.com/self-storage/news/4015-extra-space-starts-2016-strong/>)

After buying up more 170 self-storage locations for more than \$1.7 billion last year, Salt Lake City, UT-based Extra Space Storage isn't done yet.

The company acquired 21 stores in the first quarter for \$192 million. The company has closed or put under contract another 21 locations since the end of the quarter that total more than \$262 million.

CEO Spencer Kirk said during the company's quarterly earnings call that he witnessed elevated deal flow during the first quarter. While the properties coming to market run the gamut in terms of quality, Kirk said they do have one thing in common.

"We see asset quality spanning the spectrum. The constant in all of this, prices are high, really high," Kirk said. "You can have crappy assets that we think are just way out of market, and you can have really nice assets, that even for us or the other REITs, are getting a bit too rich to transact."

Looking for smart deals

That's in part due to the increasing number of buyers both in and out of the industry looking to deploy capital into the asset class.

"There is a lot of money chasing these assets," Kirk said.

Extra Space remains focused on "opportunities that make sense geographically and economically," Kirk said.

So far this year, the company has also purchased three facilities at certificate of occupancy for \$32 million. It has four more C of O deals under contract for a total of \$27.45 million. In addition, the company purchased three additional facilities at C of O as part of joint ventures. Six more are under contract for purchase via JV partners.



(<https://www.sparefoot.com/self-storage/news/wp-content/uploads/sites/4/2016/04/stockbridge-e1461190636878.jpg>)

A recently acquired Extra Space location in near Atlanta, GA.

Strong start

Extra Space reported revenue during the first quarter of \$229.4 million, an increase of 32.5 percent compared to last year. Profits hit \$89.4 million during the quarter, up 52 percent.

Same-store performance was also strong: revenue climbed 9.1 percent and NOI up to 12.3 percent.

Performance was boosted by high same-store occupancy, ending the quarter at 92.8 percent—the highest first quarter ending occupancy in the company's history. At the same time rents charged at same-store locations rose an average of 7.5 percent to reach a total of \$15.67 per square foot.

Finding the sweet spot

Kirk said that the vast majority of Extra Space customers absorb rental rate increases without moving out.

10/18/2018

Extra Space finds "sweet spot" on rent increases - The SpareFoot Storage Beat

"We are hitting the sweet spot," Kirk said regarding the company's rate increases on existing customers. Extra Space is able to raise rates on customers up to 10 percent with little pushback, he said.

"Let's be realistic about this. If you are renting a unit and you find out your rent is going up \$15, you are not likely to rent a U-Haul truck, pack up your stuff, go down the street, unpack your stuff and return the truck just to save 15 bucks," Kirk said. "Most people won't go through the effort to do that."

Advertisement



**SUMMONS
(CITACION JUDICIAL)**

FOR COL...
(SOLO PARA USO DE LA CORTE)
21121901

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

Extra Space Storage Inc.

**FILED
ALAMEDA COUNTY**

JAN 28 2019

CLERK OF THE SUPERIOR COURT
By Priscila Parker

FAXED

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Lenay Johnson and Lamar Mosley, individually and on behalf of themselves and all other similarly situated

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. *¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Alameda Superior Court

1225 Fallon Street,
Oakland, CA 94612

CASE NUMBER:
(Número del Caso):

RG19004671

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Sabitra J. Soneji; 1970 Broadway, Suite 1070, Oakland, CA 94612; (510) 254-6808

DATE: **JAN 28 2019**
(Fecha)

Clerk, by Priscila Parker
(Secretario)

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):



Tycko & Zavareei LLP
 Attn: Soneji, Sabita J
 1970 Broadway
 #1070
 L Oakland, CA 94612

Extra Space Storage Inc.

**Superior Court of California, County of Alameda
 Rene C. Davidson Alameda County Courthouse**

Johnson	Plaintiff/Petitioner(s)	No. <u>RG19004671</u>
VS.	Defendant/Respondent(s) (Abbreviated Title)	NOTICE OF HEARING

Extra Space Storage Inc.

To each party or to the attorney(s) of record for each party herein:

Notice is hereby given that the above-entitled action has been set for:

Complex Determination Hearing
 Case Management Conference

You are hereby notified to appear at the following Court location on the date and time noted below:

Complex Determination Hearing:
 DATE: 03/12/2019 TIME: 03:00 PM DEPARTMENT: 23
 LOCATION: Administration Building, Fourth Floor
 1221 Oak Street, Oakland

Case Management Conference:
 DATE: 04/23/2019 TIME: 03:00 PM DEPARTMENT: 23
 LOCATION: Administration Building, Fourth Floor
 1221 Oak Street, Oakland

Pursuant to California Rules of Court, Rule 3.400 et seq. and Local Rule 3.250 (Unified Rules of the Superior Court, County of Alameda), the above-entitled matter is set for a Complex Litigation Determination Hearing and Initial Complex Case Management Conference.

Department 23 issues tentative rulings on DomainWeb (www.alameda.courts.ca.gov/domainweb). For parties lacking access to DomainWeb, the tentative ruling must be obtained from the clerk at (510) 267-6939. Please consult Rule 3.30(c) of the Unified Rules of the Superior Court, County of Alameda, concerning the tentative ruling procedures for Department 23.

Counsel or party requesting complex litigation designation is ordered to serve a copy of this notice on all parties omitted from this notice or brought into the action after this notice was mailed.

All counsel of record and any unrepresented parties are ordered to attend this Initial Complex Case Management Conference unless otherwise notified by the Court.

Failure to appear, comply with local rules or provide a Case Management Conference statement may result in sanctions. Case Management Statements may be filed by E-Delivery, by submitting directly to the E-Delivery Fax Number (510) 267-5732. No fee is charged for this service. For further information, go to **Direct Calendar Departments** at

<http://apps.alameda.courts.ca.gov/domainweb>.

All motions in this matter to be heard prior to Complex Litigation Determination Hearing must be scheduled for hearing in Department 23.

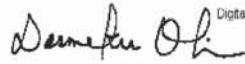
If the information contained in this notice requires change or clarification, please contact the courtroom clerk for Department 23 by e-mail at Dept.23@alameda.courts.ca.gov or by phone at (510) 267-6939.

TELEPHONIC COURT APPEARANCES at Case Management Conferences may be available by contacting CourtCall, an independent vendor, at least 3 business days prior to the scheduled conference. Parties can make arrangements by calling (888) 882-6878, or faxing a service request form to (888) 883-2946. This service is subject to charges by the vendor.

Dated: 01/30/2019

Chad Finke Executive Officer / Clerk of the Superior Court

By

 Digital

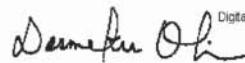
Deputy Clerk

CLERK'S CERTIFICATE OF MAILING

I certify that the following is true and correct: I am the clerk of the above-named court and not a party to this cause. I served this Notice by placing copies in envelopes addressed as shown hereon and then by sealing and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail at Alameda County, California, following standard court practices.

Executed on 01/31/2019.

By

 Digital

Deputy Clerk

21136417

1 Sabita J. Soneji (CA Bar No. 224262)
2 Tanya S. Koshy (CA Bar No. 277095)
TYCKO & ZAVAREEI LLP
3 1970 Broadway, Suite 1070
4 Oakland, CA 94612
Telephone (510) 254-6808
(202) 973-0950 *facsimile*
5 ssoneji@tzlegal.com
tkoshy@tzlegal.com

6 | Counsel for Plaintiffs

**FILED
ALAMEDA COUNTY**

FEB 13 2019

CLERK OF THE SUPERIOR COURT
By  Deputy

**THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

13 LENAY JOHNSON AND LAMAR
14 MOSLEY, individually and on behalf of
themselves and all others similarly situated,

| Case No. RG19004671

15 Plaintiff,
16 v.
17 EXTRA SPACE STORAGE INC.,
18 Defendant.

PROOF OF SERVICE

17 EXTRA SPACE STORAGE INC.,
18

Action filed: January 28, 2019



<p><i>Attorney or Party without Attorney:</i> TYCKO & ZAVAREEI LLP SABITA SONEJI (SBN 224262) 483 NINTH STREET SUITE 200 OAKLAND, CA 94607 Telephone No: 510.254.6806 Attorney For: Plaintiff</p>		<i>For Court Use Only</i> <p>Ref. No. or File No.:</p>	
<p><i>Insert name of Court, and Judicial District and Branch Court:</i> Superior Court of California, County of Alameda</p>			
<p><i>Plaintiff:</i> Lenay Johnson and Lamar Mosley, individually and on behalf of themselves and all other similarly situated <i>Defendant:</i> Extra Space Storage, Inc.</p>			
PROOF OF SERVICE SUMMONS	<i>Hearing Date:</i>	<i>Time:</i>	<i>Dept/Div:</i> Case Number: RG19004671

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS; COMPLAINT; CIVIL CASE COVER SHEET; NOTICE OF HEARING
3. a. Party served: Extra Space Storage, Inc.
 b. Person served: GABRIELA SANCHEZ, INTAKE SPECIALIST, CT CORPORATION SYSTEM, REGISTERED AGENT FOR SERVICE OF PROCESS.
4. Address where the party was served: 818 W. 7TH STREET SUITE 930, LOS ANGELES , CA 90017
5. I served the party:
 a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive process for the party (1) on: Mon, Feb 04 2019 at: 02:55 PM
 - (1) (business)
 - (2) (home)
 - (3) (other):
6. The "Notice to the Person Served" (on the summons) was completed as follows:
 - a. as an individual defendant.
 - b. as the person sued under the fictitious name of (specify):
 - c. as occupant.
 - d. On behalf of (specify): Extra Space Storage, Inc.
 under the following Code of Civil Procedure section:

<input checked="" type="checkbox"/> 416.10 (corporation)	415.95 (business organization, form unknown)
<input type="checkbox"/> 416.20 (defunct corporation)	416.60 (minor)
<input type="checkbox"/> 416.30 (joint stock company/association)	416.70 (ward or conservatee)
<input type="checkbox"/> 416.40 (association or partnership)	416.90 (authorized person)
<input type="checkbox"/> 416.50 (public entity)	415.46 (occupant)
<input type="checkbox"/> other:	



<p><i>Attorney or Party without Attorney:</i></p> <p>TYCKO & ZAVAREEI LLP SABITA SONEJI (SBN 224262) 483 NINTH STREET SUITE 200 OAKLAND, CA 94607</p> <p><i>Telephone No:</i> 510.254.6806</p>		<i>For Court Use Only</i>		
<p><i>Attorney For:</i> Plaintiff</p>	<p><i>Ref. No. or File No.:</i></p>			
<p><i>Insert name of Court, and Judicial District and Branch Court:</i></p> <p>Superior Court of California; County of Alameda</p>				
<p><i>Plaintiff:</i> Lenay Johnson and Lamar Mosley, individually and on behalf of themselves and all other similarly situated</p> <p><i>Defendant:</i> Extra Space Storage, Inc.</p>				
<p>PROOF OF SERVICE SUMMONS</p>	<p>Hearing Date:</p>	<p>Time:</p>	<p>Dept/Div:</p>	<p>Case Number: RG19004671</p>

Recoverable cost Per CCP 1033.5(a)(4)(B)

7. Person who served papers

- a. Name: Douglas Forrest
b. Address: FIRST LEGAL
1202 Howard Street
SAN FRANCISCO, CA 94103
c. Telephone number: (415) 626-3111
d. The fee for service was:
e. I am:
(1) not a registered California process server.
(2) exempt from registration under Business and Professions Code section 22350(b).
(3) a registered California process server:
(i) owner employee independent contractor
(ii) Registration No: 5141, Los Angeles
(iii) County: Los Angeles

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

02/05/2019

(Date)

Douglas Forrest



Judicial Council Form POS-010
Rule 2.150.(a)&(b) Rev January 1, 2007

**PROOF OF
SERVICE
SUMMONS**

3039130
(7575193)
Page 2 of 2

21126447

1 Sabita J. Soneji (CA Bar No. 224262)
2 Tanya Koshy (CA Bar No. 277095)
TYCKO & ZAVAREEI LLP
3 1970 Broadway, Suite 1070
Oakland, CA 94612
4 Telephone: (510) 254-6808
Facsimile: (202) 973-0950
5 ssoneji@tzlegal.com
tkoshy@tzlegal.com
6

7 *Counsel for Plaintiffs and the Proposed Class*
8

FILED
ALAMEDA COUNTY

MAR - 5 2019

[Signature]

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF ALAMEDA

11
12 LENAY JOHNSON AND LAMAR MOSLEY,
individually and on behalf of themselves and all
13 others similarly situated,

14 Plaintiffs,

v.

15 EXTRA SPACE STORAGE INC.,

16 Defendant.

FAXED

Case No. RG19004671

STIPULATION TO EXTEND
DEADLINES AND [PROPOSED]
ORDER

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1 Plaintiffs Lamar Mosley and Lenay Johnson ("Plaintiffs") and Defendant Extra Space Storage,
2 Inc. ("Defendant"), through undersigned counsel, stipulate and request the Court continue the deadline
3 for Defendant to answer or otherwise respond to the Complaint to April 24, 2019.

4 WHEREAS, Plaintiffs filed their Complaint on January 28, 2019 and Plaintiffs served the
5 Summons and Complaint on Defendant on February 4, 2019;

6 WHEREAS, Defendant's deadline to answer or otherwise respond to the Complaint is thus
7 March 6, 2019;

8 WHEREAS, on February 21, 2019, Plaintiffs served a letter to Defendant, through its counsel,
9 detailing its violations of the California Consumer Legal Remedies Act ("CLRA"), Civil Code § 1770;

10 WHEREAS, Plaintiffs intend to amend their Complaint to add another plaintiff and also add
11 the contemplated CLRA claim for damages, pursuant to Cal. Civ. C. § 1782(d) as soon as permissible;

12 WHEREAS, Defendant does not waive, and expressly reserves, its right to assert all defenses
13 including to contest jurisdiction and to move to compel arbitration;

14 and

15 WHEREAS, the parties want to streamline the amendment and response process to conserve
16 judicial resources and therefore agree that Plaintiffs will file their Amended Complaint on March 25,
17 2019 and Defendant's deadline to answer or otherwise respond will be extended to April 24, 2019,
18 which is 30 days after Plaintiffs file their Amended Complaint:

19 //

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28 //

1 The parties hereby STIPULATE that Defendant's deadline to file an answer or otherwise
2 respond is extended until April 24, 2019.

3 Dated: March 5, 2019

Respectfully submitted,

4
5 By: /s/ Sabita J. Soneji
6 Sabita J. Soneji
7 TYCKO & ZAVAREEI LLP
8 1970 Broadway, Suite 1070
9 Oakland, CA 94612
Telephone: (510) 254-6808
Facsimile: (202) 973-0950
ssoneji@tzlegal.com

10 *Attorney for Plaintiffs Johnson and Mosley*

11 Dated: March 5, 2019

12 By: /s/ Quyen Ta
13 Quyen Ta
14 BOIES SCHILLER FLEXNER LLP
15 1999 Harrison Street, Suite 900
16 Oakland, CA 94612
Telephone: (510) 874-1209
qta@bsflp.com

17 *Attorney for Defendant Extra Space Storage Inc.*

18
19 **ATTESTATION**

20 In accordance with Civil Local Rule 5-1(i)(3), I attest that concurrence in the filing of this
21 document has been obtained from the other signatory.

22
23
24 DATED: March 5, 2019

By: /s/ Sabita J. Soneji
Sabita J. Soneji

25
26 *Attorney for Plaintiffs Johnson and Mosley*

[PROPOSED] ORDER

Good cause shown, the Court hereby ORDERS the Answer or other response is due on April, 24, 2019.

DATED: _____

Hon. Brad Seligman
Judge of the Superior Court

1 Sabita J. Soneji (CA Bar No. 224262)
2 Tanya Koshy (CA Bar No. 277095)
TYCKO & ZAVAREEI LLP
3 1970 Broadway, Suite 1070
Oakland, CA 94612
4 Telephone: (510) 254-6808
Facsimile: (202) 973-0950
5 ssoneji@tzlegal.com
tkoshy@tzlegal.com

7 *Counsel for Plaintiffs and the Proposed Class*

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF ALAMEDA

11
12 LENAY JOHNSON AND LAMAR MOSLEY,
individually and on behalf of themselves and all
13 others similarly situated,

Case No. RG19004671

FAXED

14 Plaintiffs,

v.

15 EXTRA SPACE STORAGE INC.,

16 Defendant.

PROOF OF SERVICE

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PROOF OF SERVICE

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Alameda, State of California. My business address is 1970 Broadway, Suite 1070, Oakland, CA 94612.

On March 5, 2019, I served true copies of the following document(s) described as:

- STIPULATION TO EXTEND DEADLINES AND [PROPOSED] ORDER

to the interested parties below:

Quyen L. Ta
BOIES SCHILLER FLEXNER LLP
1999 Harrison Street, Suite 900
Oakland, CA 94612
qta@bsflp.com

Attorney for Defendant Extra Space Storage, Inc.

BY E-MAIL: I transmitted a correct and true attachment of the document(s) to the email addresses listed above.

BY FIRST CLASS MAIL: I enclosed a copy of the document(s) in a sealed envelope addressed as indicated above and deposited it with the United States Postal Service, first class postage fully prepaid.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED this 5th day of March 2019, in Oakland, CA.

Chloe Noh

Chloe Hyunji Noh

Tycko & Zavareei LLP
Attn: Soneji, Sabita J
1970 Broadway
#1070
Oakland, CA 94612

Boies Schiller Flexner LLP
Attn: Ta, Quyen L.
1999 Harrison Street
Suite 900
Oakland, CA 94612

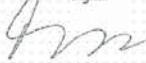
**Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse**

Johnson vs. <u>Extra Space Storage Inc.</u>	Plaintiff/Petitioner(s) Defendant/Respondent(s) (Abbreviated Title)	No. <u>RG19004671</u> Stipulation and Order Re: Extension of Time to Respond to Complaint Granted
---	---	--

IT IS ORDERED THAT Defendant's Stipulation and Order Re: Extension of Time to Respond to Complaint is granted.

Defendant(s) Extra Space Storage Inc. may have until 4/24/2019 to file a responsive pleading in this action.

Dated: 03/07/2019


digital

Judge Brad Seligman

Tycko & Zavareei LLP
 Attn: Soneji, Sabita J
 1970 Broadway
 #1070
 Oakland, CA 94612

Boies Schiller Flexner LLP
 Attn: Ta, Quyen L.
 1999 Harrison Street
 Suite 900
 Oakland, CA 94612

**Superior Court of California, County of Alameda
 Rene C. Davidson Alameda County Courthouse**

Johnson	Plaintiff/Petitioner(s)	No. <u>RG19004671</u>
	VS.	Order
<u>Extra Space Storage Inc.</u>	Defendant/Respondent(s) (Abbreviated Title)	Complaint Business Tort/Unfair Business Practice

The Complex Determination Hearing was set for hearing on 03/12/2019 at 03:00 PM in Department 23 before the Honorable Brad Seligman. The Tentative Ruling was published and has not been contested.

IT IS HEREBY ORDERED THAT:

The tentative ruling is affirmed as follows: **COMPLEX DETERMINATION**

The Court designates this case as complex pursuant to Rule 3.400 et seq. of the California Rules of Court. Counsel are advised to be familiar with the Alameda County Local Rules concerning complex litigation, including Rule 3.250 et seq. An order assigning the case to one of the three complex judges and an initial case management order will be issued.

COMPLEX CASE FEES

Pursuant to Government Code section 70616, any non-exempt party who has appeared in the action but has not paid the complex case fee is required to pay the fee within ten days of the filing of this order. The complex case fee is \$1,000 for each plaintiff or group of plaintiffs appearing together and \$1,000 PER PARTY for each defendant, intervenor, respondent or other adverse party, whether filing separately or jointly, up to a maximum of \$18,000 for all adverse parties. All payments must identify on whose behalf the fee is submitted. Please submit payment to the attention of the Complex Litigation Clerk located in the Civil Division at the Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, CA 94612. Please make check(s) payable to the Clerk of the Superior Court. Documents may continue to be filed as allowed under Local Rule 1.9. Note that for those admitted pro hac vice, there is also an annual fee. (Gov't Code section 70617.)

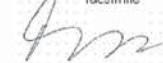
PROCEDURES

Calendar information, filings, and tentative rulings are available to the public at <http://www.alameda.courts.ca.gov/domainweb/>. All counsel are expected to be familiar and to comply with pertinent provisions of the Code of Civil Procedure, the California Rules of Court, the Alameda County Superior Court Local Rules and the procedures outlined on the domain web page of the assigned department.

SERVICE OF THIS ORDER

Counsel for plaintiff(s) shall have a continuing obligation to serve a copy of this order on newly joined parties defendant not listed on the proof of service of this order and file proof of service. Each party defendant joining any third party cross-defendant shall have a continuing duty to serve a copy of this order on newly joined cross-defendants and to file proof of service.

Dated: 03/12/2019


facsimile

Judge Brad Seligman

Superior Court of California, County of Alameda



Notice of Assignment of Judge for All Purposes

Case Number: RG19004671

Case Title: Johnson VS Extra Space Storage Inc.

Date of Filing: 01/28/2019

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Pursuant to Rule 3.734 of the California Rules of Court and Title 3 Chapter 2 of the Local Rules of the Superior Court of California, County of Alameda, this action is hereby assigned by the Presiding Judge for all purposes to:

Judge:	Brad Seligman
Department:	23
Address:	Administration Building 1221 Oak Street Oakland CA 94612
Phone Number:	(510) 267-6939
Fax Number:	0
Email Address:	Dept.23@alameda.courts.ca.gov

Under direct calendaring, this case is assigned to a single judge for all purposes including trial.

Please note: In this case, any challenge pursuant to Code of Civil Procedure section 170.6 must be exercised within the time period provided by law. (See Code Civ. Proc. §§ 170.6, subd. (a)(2) and 1013.)

NOTICE OF NONAVAILABILITY OF COURT REPORTERS: Effective June 4, 2012, the court will not provide a court reporter for civil law and motion hearings, any other hearing or trial in civil departments, or any afternoon hearing in Department 201 (probate). Parties may arrange and pay for the attendance of a certified shorthand reporter. In limited jurisdiction cases, parties may request electronic recording.

Amended Local Rule 3.95 states: "Except as otherwise required by law, in general civil case and probate departments, the services of an official court reporter are not normally available. For civil trials, each party must serve and file a statement before the trial date indicating whether the party requests the presence of an official court reporter."

IT IS THE DUTY OF EACH PLAINTIFF AND CROSS COMPLAINANT TO SERVE A COPY OF THIS NOTICE IN ACCORDANCE WITH LOCAL RULES.

General Procedures

Following assignment of a civil case to a specific department, all pleadings, papers, forms, documents and writings can be submitted for filing at either Civil Clerk's Office, located at the René C. Davidson Courthouse, Room 109, 1225 Fallon Street, Oakland, California, 94612, and the Hayward Hall of Justice, 24405 Amador Street, Hayward, California, 94544. All documents, with the exception of the original summons and the original civil complaint, shall have clearly typed on the face page of each document, under the case number, the following:

ASSIGNED FOR ALL PURPOSES TO
JUDGE Brad Seligman
DEPARTMENT 23

All parties are expected to know and comply with the Local Rules of this Court, which are available on the Court's website at: [http://www.alameda.courts.ca.gov/Pages.aspx/Local-Rules\(1\)](http://www.alameda.courts.ca.gov/Pages.aspx/Local-Rules(1)) and with the California Rules of Court, which are available at www.courtinfo.ca.gov.

Parties must meet and confer to discuss the effective use of mediation or other alternative dispute processes (ADR) prior to the Initial Case Management Conference. The court encourages parties to file a "Stipulation to Attend ADR and Delay Initial Case Management Conference for 90 Days". Plaintiff received that form in the ADR information package at the time the complaint was filed. The court's Web site also contains this form and other ADR information. If the parties do not stipulate to attend ADR, the parties must be prepared to discuss referral to ADR at the Initial Case Management Conference.

You may schedule case management hearings, law & motion hearings and other calendar events with Department 23 by EMAIL ONLY. The use of email is not a substitute for filing pleadings or filing other documents. You must provide copies of all email communications to each party (or the party's attorney if the party is represented) at the same time that you send the email to the Court and you must show that you have done so in your email. Courtesy copies of all moving, opposition and reply papers should be delivered directly to Dept. 23 in the Administration Building 1221 Oak St. 4th Floor Oakland, CA 94612.

Schedule for Department 23

The following scheduling information is subject to change at any time, without notice. Please contact the department at the phone number or email address noted above if you have questions.

- Trials generally are held: Mondays through Thursdays from 9:00 am - 1:30 pm.
- Case Management Conferences are held: Tuesdays beginning at 3:00 pm.
- Asbestos Cases Fridays 9:15 am
- Law and Motion matters are heard: Tuesdays beginning at 3:00 pm. Asbestos Cases Fridays 9:30 am; in exceptional circumstances, motions may be set at other times.
- Settlement Conferences are heard: N/A
- Ex Parte matters are heard: Tuesdays at 3:00 pm. Asbestos Cases Fridays 9:00 am
- Pro Hac Vice Process: Applications for Pro Hac Vice must be submitted by noticed motion on regular time, or, if it is a time sensitive matter, a request for an order

shortening time must be submitted. Applications will not be considered on an ex parte basis. CRC 9.40.

Law and Motion Procedures

To obtain a hearing date for a Law and Motion or ex parte matter, parties must contact the department as follows:

- Motion Reservations

Email: Dept23@alameda.courts.ca.gov

Reservations by email only. No discovery motions will be scheduled prior to conference with the court. Email to schedule a conference.

- Ex Parte Matters

Email: Dept23@alameda.courts.ca.gov

Reservations by email only.

Tentative Rulings

The court may issue tentative rulings in accordance with the Local Rules. Tentative rulings will become the Court's order unless contested in accordance with the Local Rules. Tentative rulings will be available at:

- Website: www.alameda.courts.ca.gov/domainweb, Calendar Information for Dept. 23
- Phone: 1-866-223-2244

Dated: 03/13/2019

Loy-S. Court
Facsimile

Presiding Judge,
Superior Court of California, County of Alameda

CLERK'S CERTIFICATE OF MAILING

I certify that the following is true and correct: I am the clerk of the above-named court and not a party to this cause. I served this Notice by placing copies in envelopes addressed as attached hereto and then by sealing and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail at Alameda County, California, following standard court practices.

Executed on 03/14/2019

By

Digital
Sylvia R.

Deputy Clerk

SHORT TITLE:	CASE NUMBER:
Johnson VS Extra Space Storage Inc.	RG19004671

ADDITIONAL ADDRESSEES

Tycko & Zavareei LLP
Attn: Soneji, Sabita J
1970 Broadway
#1070
Oakland, CA 94612

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

FILED
ALAMEDA COUNTY

MAR 14 2019

JOHNSON,	Plaintiffs
EXTRA SPACE STORAGE INC.	Defendants

CLERK OF THE SUPERIOR COURT
Case No. RG1900467 By *[Signature]* Deputy

INITIAL CASE MANAGEMENT ORDER

ASSIGNED FOR ALL PRE-TRIAL
PURPOSES TO: JUDGE BRAD
SELIGMAN, DEPARTMENT 23

The following order shall apply to all parties in this action:

1. CASE MANAGEMENT CONFERENCES

At Case Management Conferences the Court will address discovery issues, schedules, and other subjects pursuant to CRC 3.750. Counsel thoroughly familiar with the case shall attend the Case Management Conferences. See LRC, Rule 3.290.

At the Initial CCMC, the parties must be prepared to discuss at length the nature of the case, both factually and legally, as well as the projected management of the case at each stage. This is not a perfunctory exercise. The primary objective of the CCMC is to develop a comprehensive plan for a just, speedy and economical determination of the litigation.

Courtesy copies of statements must be delivered directly to Dept. 23. The filing and delivery date is not later than five court days before the conference.

The Court strongly prefers joint CCMC statements prepared in narrative form, and not using Form CM-110, after counsel have met and conferred as required by CRC 3.724. CCMC statements must address the following issues when applicable:

- A. A brief factual summary to assist the Court in understanding the background of the case, a statement of the issues presented, including each theory of liability and defense and a summary of the facts supporting each position taken, and the relief sought, including an estimate of damages.
- B. The number of parties and their posture, including a proposed structure of representation, (e.g., liaison/lead counsel or by committee) if applicable;
- C. Deadlines and limits on joinder of parties and amended or additional pleadings;
- D. Class discovery and class certification, if applicable;
- E. A proposed schedule for the conduct of the litigation including, but not limited to, a discovery plan, a plan for hearing remaining law and motion, and a projected trial date;
- F. An identification of all potential evidentiary issues involving confidentiality or protected evidence;
- G. A detailed description of the procedural posture of the case, describing any outstanding procedural problems, including, but not limited to:
 - (1) unserved parties and the reasons for the failure to serve;
 - (2) unserved and/or unfiled cross-complaints;
 - (3) related actions pending in any jurisdiction and the potential for coordination or consolidation;
 - (4) any possible jurisdictional or venue issues that may arise;
 - (5) the status of discovery, including a description of all anticipated discovery and incomplete or disputed discovery issues;

-
- (6) unresolved law and motion matters;
 - (7) requests for, or opposition to, any ADR proceedings, including but not limited to mediation, judicial or contractual arbitration;
 - (8) severance of issues for trial; and
 - (9) calendar conflicts for any attorney, witness, or party, and any other matter which may affect the setting of a trial date.

H. Counsel may make suggestions for streamlining the litigation, including, but not limited to, a master file system, designation of lead counsel [for plaintiff(s) and/or defendant(s)] to streamline service of process and/or management of discovery, the use of e-filing, and the use of a web-page maintained by lead counsel for the purpose of posting the litigation schedule and agenda. Counsel may also address ways of structuring the trial of the action such as bifurcation, severance, bell-weather trials, use of special masters, use of expedited jury procedures and/or waiver of jury.

Parties are advised to check the court's register of action before appearing at any case management conference, including the Initial Case Management, at least one day before any scheduled appearance to determine if the court has issued a tentative case management order. If published, this tentative case management order will become the order of the Court unless counsel or self represented party notifies the Court and opposing counsel/self-represented party by email not less than one court day prior to the CMC that s/he intends to appear in person at the CMC to discuss some aspect of the order, and specifies the nature of the party's concern. (Please note that the Tentative Rulings posted on the website are for tentative rulings on law and motion matters and will not display tentative Case Management Orders. The tentative Case Management

Orders are found in the Register of Action). Department 23 may be reached at Dept.23@alameda.courts.ca.gov.

2. NOTICE OF FEE CHANGES - JURY TRIAL FEE

Effective July 2, 2012, the advance jury fee is fixed at \$150.00, and is no longer refundable. With certain exceptions, the jury trial fee is due on or before the date scheduled for the initial case management conference. See, C.C.P. 631(b).

3. DISCOVERY

Discovery Conference: Motions related to discovery (i.e. motions to compel, protective orders etc.) may not be filed without leave of the court until after an informal discovery conference pursuant to revised Local Rule 3.31 (January 1, 2019) except a party may request a discovery conference in a Case Management Conference Statement.

The discovery conference is not a pro forma step before a motion. Requests for a discovery conference may be made, after meaningful meet and confer, by sending an email to the department clerk, copied to all counsel. The court will provide proposed dates. Parties are to meet and confer as to availability for the proposed dates. If one or more parties are not available on the proposed date(s), additional dates may be requested. Upon request, the court will consider telephonic appearances as well as calls from depositions in progress.

4. EMAILS TO COURT

Emails to the court are not part of the court record in this case and may be deleted without notice. Email is not a substitute for required filings. Any emails should be copied to all counsel. The Department 23 email may only be used for the following purposes: to seek a reservation to schedule a proceeding on the court's calendar, to give

notice that a hearing has been dropped or a settlement reached, to request a discovery conference, emergency scheduling issues (i.e. running late to a hearing), to give notice that a litigant intends to appear to contest a tentative ruling, to reply to an inquiry from the clerk or research attorney of Department 23, to communicate with the courtroom clerk regarding department 23 procedures, or other matters that the court has expressly authorized in this case.

5. Pro Hac Vice Process

Applications for Pro Hac Vice must be submitted by noticed motion on regular time, or, if it is a time sensitive matter, a request for an order shortening time must be submitted. Applications will not be considered on an ex parte basis. CRC 9.40.

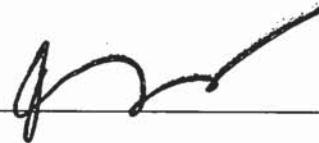
6. NOTICE

Parties are advised that CASE MANAGEMENT ORDERS, including trial setting orders, and FINAL RULINGS ON LAW AND MOTION that are issued by Dept. 23 will be published in the Court's website in the Register of Action for this case. The clerk of the court WILL NOT serve each party a copy of future orders. Instead, unless otherwise ordered, counsel shall obtain copies of all future orders from the Register of Action in this case.

SERVICE OF THIS ORDER

Counsel for plaintiff(s) shall have a continuing obligation to serve a copy of this order on newly joined parties defendant not listed on the proof of service of this order and file proof of service. Each party defendant joining any third party cross-defendant shall have a continuing duty to serve a copy of this order on newly joined cross-defendants and to file proof of service. The clerk is directed to serve a copy of this CASE MANAGEMENT ORDER upon counsel for Plaintiff(s).

DATED: March 14, 2019



BRAD SELIGMAN, JUDGE

CLERK'S CERTIFICATE OF SERVICE

I certify that I am not a party to this cause and that a true and correct copy of the foregoing document was mailed first class, postage prepaid, in a sealed envelope, addresses shown below, and that the mailing of the foregoing and execution of this certificate occurred at 1225 Fallon Street, Oakland, California.

Dated: March 14, 2019

Jhalisa Castaneda
Courtroom Clerk, Dept. 23

Sabita J. Soneji
Tanya Koshy
Tycko & Zavareei LLP
1970 Broadway, Suite 1070
Oakland, CA 94612

Sabita J. Soneji
ssoneji@tzlegal.com
Tanya Koshy
tkosky@tzlegal.com

Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse

Johnson	No. RG19004671
Plaintiff/Petitioner(s)	
VS.	Minutes
Extra Space Storage Inc.	
Defendant/Respondent(s) (Abbreviated Title)	

Department 23

Honorable Brad Seligman, Judge

Cause called for: Complex Determination Hearing on March 12, 2019.

COMPLEX DETERMINATION

The Court designates this case as complex pursuant to Rule 3.400 et seq. of the California Rules of Court. Counsel are advised to be familiar with the Alameda County Local Rules concerning complex litigation, including Rule 3.250 et seq. An order assigning the case to one of the three complex judges and an initial case management order will be issued.

COMPLEX CASE FEES

Pursuant to Government Code section 70616, any non-exempt party who has appeared in the action but has not paid the complex case fee is required to pay the fee within ten days of the filing of this order. The complex case fee is \$1,000 for each plaintiff or group of plaintiffs appearing together and \$1,000 PER PARTY for each defendant, intervenor, respondent or other adverse party, whether filing separately or jointly, up to a maximum of \$18,000 for all adverse parties. All payments must identify on whose behalf the fee is submitted. Please submit payment to the attention of the Complex Litigation Clerk located in the Civil Division at the Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, CA 94612. Please make check(s) payable to the Clerk of the Superior Court. Documents may continue to be filed as allowed under Local Rule 1.9. Note that for those admitted pro hac vice, there is also an annual fee. (Gov't Code section 70617.)

PROCEDURES

Calendar information, filings, and tentative rulings are available to the public at <http://www.alameda.courts.ca.gov/domainweb/>. All counsel are expected to be familiar and to comply with pertinent provisions of the Code of Civil Procedure, the California Rules of Court, the Alameda County Superior Court Local Rules and the procedures outlined on the domain web page of the assigned department.

SERVICE OF THIS ORDER

Counsel for plaintiff(s) shall have a continuing obligation to serve a copy of this order on newly joined parties defendant not listed on the proof of service of this order and file proof of service. Each party defendant joining any third party cross-defendant shall have a continuing duty to serve a copy of this order on newly joined cross-defendants and to file proof of service.

Minutes of 03/12/2019
Entered on 03/15/2019

Chad Finke Executive Officer / Clerk of the Superior Court

By

A digital signature consisting of two stylized loops, one on the left and one on the right, connected by a vertical line. Below the loops, the word "digital" is written in a small, sans-serif font.

Deputy Clerk

1 Sabita J. Soneji (CA Bar No. 224262)
2 Tanya Koshy (CA Bar No. 277095)
3 **TYCKO & ZAVAREEI LLP**
4 1970 Broadway, Suite 1070
5 Oakland, CA 94612
6 Telephone: (510) 254-6808
7 Facsimile: (202) 973-0950
8 ssoneji@tzlegal.com
9 tkoshy@tzlegal.com

10
11 *Counsel for Plaintiffs and the Proposed Class*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

ALEXANDRU IONESCU, LENAY
JOHNSON, AND LAMAR MOSLEY,
individually and on behalf of themselves and all
others similarly situated,

Case No. RG19004671

Plaintiffs,

(JURY TRIAL DEMANDED)

v.
EXTRA SPACE STORAGE INC.,

**AMENDED CLASS ACTION
COMPLAINT**

Defendant.

1 Plaintiffs Alexandru Ionescu, Lenay Johnson, and Lamar Mosley (“Plaintiffs”), on behalf of
 2 themselves and all others similarly situated, bring this Class Action Complaint against Defendant Extra
 3 Space Storage Inc. (“Extra Space” or “Defendant”). Plaintiffs, by their counsel, make the following
 4 allegations pursuant to the investigation of their counsel and based upon information and belief, except
 5 as to allegations specifically pertaining to themselves, which are based on personal knowledge.

6 **INTRODUCTION**

7 1. Extra Space engages in a deceptive bait-and-switch scheme: It lures consumers into
 8 leasing Extra Space’s storage units by advertising competitive rental rates, while hiding the fact that it
 9 will hike up those rental rates shortly after consumers have signed leases.

10 2. Extra Space advertises rental rates for its storage units without describing them as
 11 “promotional” or “introductory,” giving the impression to consumers that these rates are the true rental
 12 rates and represent what they will pay if they sign leases.

13 3. While Extra Space represents to consumers that it may raise rental rates to keep up with
 14 “rising costs,” it discloses to investors and other industry stakeholders that it raises rental rates to
 15 generate more profit.

16 4. Indeed, while Extra Space hikes up a consumer’s rental rate after she signs a lease, it
 17 continues to advertise a lower rate for the same size unit to lure other consumers into signing leases.

18 5. Extra Space knows that reasonable consumers would be unlikely to sign leases with
 19 Extra Space if they knew that the rental rates to which they agreed in their leases were only temporary
 20 and that Extra Space planned to increase their rates in a matter of months to generate additional profit,
 21 not in order to keep with up “rising costs.”

22 6. Extra Space also knows that it can increase rental rates after reasonable consumers have
 23 signed leases, because, at that point, reasonable consumers—who have paid non-refundable
 24 administration fees, organized their belongings, and paid for moving costs—are unlikely to terminate
 25 their leases and restart the process with other storage facilities.

26 7. By advertising competitive rental rates, increasing those rates after a consumer has
 27 expended substantial time and money, and falsely representing that rate increases will only arise if there
 28 are “rising costs,” Extra Space has raked in millions of dollars in revenue at the expense of consumers.

1 8. Plaintiffs bring this lawsuit on behalf of themselves and the class of consumers who
2 suffered damages after they rented storage units with Extra Space that they would not have otherwise
3 rented, at rates to which they would otherwise not have agreed, had they not been drawn in by Extra
4 Space's advertised rental rates.

5 9. Extra Space's misleading bait-and-switch scheme constitutes false and misleading
6 advertising in violation of California's Unfair Competition Law (the "UCL") (Cal. Bus. & Prof. Code §
7 17200), California's False Advertising Law (the "FAL") (Cal. Bus. & Prof. Code § 17500), and
8 California's Consumer Legal Remedies Act (the "CLRA") (Cal. Civ. Code §§ 1750 *et seq.*).

THE PARTIES

10. Plaintiff Alexandru Ioenscu is a resident of San Diego, California.

11. Plaintiff Lenay Johnson is a resident of Hawthorne, California.

12. Plaintiff Lamar Mosley is a resident of Oakland, California.

13 13. Defendant Extra Space, Inc. is a Maryland corporation with its headquarters and
14 principal place of business in Utah.

JURISDICTION AND VENUE

16 14. This Court has personal jurisdiction over Extra Space because Extra Space has sufficient
17 minimum contacts with the state of California and Plaintiffs' claims arise from those minimum contacts.
18 Specifically, Plaintiffs' claims against Extra Space arise out of its conduct within the State of California.

19 15. This Court has subject matter jurisdiction over this class action pursuant to Code of Civ.
20 Proc. § 410.10, Bus. & Prof. Code § 17204, and the California Constitution.

21 16. Venue is proper in the Superior Court for the County of Alameda, in that Extra Space
22 transacted business within the County, and many of the alleged unlawful acts and omissions likely took
23 place within this County.

FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

25 17. Extra Space, the second largest storage facility company in the country, employs a
26 deceptive bait-and-switch scheme to lure in consumers.

27 18. Extra Space advertises competitive rental rates for its storage units to entice consumers
28 to sign leases.

1 19. But Extra Space's advertised rental rates are false promises. Extra Space claims on its
 2 website and in person that it increases rental rates "in order to keep up with the rising costs associated
 3 with providing top-notch service and a clean, secure facility."¹

4 20. But once a consumer signs a lease, Extra Space increases the rate within months,
 5 irrespective of any "rising costs," while continuing to advertise the same-size unit for the lower rate to
 6 other consumers.

7 21. Because Extra Space continues to advertise the lower rate for the same-size unit, it is
 8 apparent that Extra Space's frequent rental rate increases are not based on "rising costs."

9 22. Extra Space knows that by the time Extra Space's deceptive bait-and-switch scheme is
 10 revealed, consumers have already invested the time, effort, and money to pack, transport, and store
 11 their belongings, and are unlikely to move.

12 23. Moreover, Extra Space requires consumers who rent storage units to obtain insurance
 13 and pay a one-time, non-refundable administration fee. Given those costs, consumers who rent storage
 14 units are even less likely to move their belongings to another company's storage facility, despite
 15 advanced notice of Extra Space's rental rate increase.

16 24. Indeed, Extra Space's executive leadership acknowledges that its deceptive bait-and-
 17 switch scheme is dependent on consumers having already invested substantial resources, because at that
 18 point, they are unlikely to move, even when they receive the notice of a rental rate increase.

19 25. In an article for SpareFoot, a storage industry website, Extra Space's former Chief
 20 Executive Officer, Spencer F. Kirk, acknowledged that consumers will simply absorb a rental increase
 21 because of the time and money already spent:

22 Kirk said that the vast majority of Extra Space customers absorb the rental rate
 23 increases without moving out.

24 "We are hitting the sweet spot," Kirk said regarding the company's rate increases
 25 on existing customers. **Extra Space is able to raise rates on customers up to
 26 10 percent with little pushback**, he said.

27 **"Let's be realistic about this. If you are renting a unit and you find out your
 28 rent is going up \$15, you are not likely to rent a U-Haul truck, pack up your**

¹ (Extra Space Storage, *Is my price guaranteed for as long as I rent?*, Frequently Asked Questions <<https://www.extraspace.com/Storage/Questions.aspx>> [as of Jan. 28, 2019].)

1 **stuff, go down the street, unpack your stuff and return the truck just to save
15 bucks,” Kirk said, “Most people won’t go through the effort to do that.”**

2 Harris, *Extra Space finds “sweet spot” on rent increases* (May 3, 2016) SpareFoot, attached as
3 Exhibit A (emphasis added).

4 26. Extra Space also discloses to its investors that raising rents is a substantial part of its
5 revenue growth strategy, and is not related to “rising costs.” In a call to investors to discuss its fourth
6 quarter and year-end earnings for 2017, Extra Space’s Chief Executive Officer Joseph Margolis
7 explained that “[s]trong occupancy together with **increased rental rates to new and existing**
8 **customers led to same-store revenue growth** for the year of 5.1%, [net operating income] growth of
9 6.9%”²

10 27. Such false and misleading advertising, where the deception is revealed only after a
11 consumer has invested resources to rent a storage unit, is actionable under California consumer
12 protection laws.

13 28. Extra Space’s deceptive pricing practices also divert business to Extra Space that would
14 have otherwise gone to its competitors.

15 29. Rental rates of storage units leased by Extra Space are material to consumers. And the
16 fact that Extra Space advertises a rental rate for a storage unit and then increases the rate months after a
17 consumer signs a lease—while still advertising the same lower rate for the same-size unit—is also
18 material to consumers.

19 30. Unsurprisingly, many consumers have been duped by Extra Space’s bait-and-switch
20 advertising into leasing storage units from Extra Space.

21 31. Consumers nationwide have complained, in a consistent fashion, about Extra Space’s
22 bait-and-switch scheme:

23

24 ² (Extra Space Storage Q4 Earnings Call Transcript (Feb. 21, 2018) Seeking Alpha
25 <[https://seekingalpha.com/article/4149161-extra-space-storages-exr-ceo-joseph-margolis-q4-2017-](https://seekingalpha.com/article/4149161-extra-space-storages-exr-ceo-joseph-margolis-q4-2017-results-earnings-call-transcript?part=single)
26 [results-earnings-call-transcript?part=single](#)> [as of Jan. 28, 2019] [“We projected 2017 would be
27 characterized by a gradual return towards historical and sustainable revenue and NOI growth levels.
That is exactly what happened. Strong occupancy together with increased rental rates to new and
existing customers led to same-store revenue growth for the year of 5.1%, NOI growth of 6.9% and
core FFO growth of 13.8%.”]; *see also id.* [“Throughout the quarter, we increased rates to new
customers in the low to mid single digits, and we continue our existing customer rate increase program
without changes.”].)

"I rented a unit about 3 months ago and just got a notice in the mail let me know they were increasing my rent by 58%. I was paying \$224 a month and they want \$354 now! I went online and the online price for the same unit is \$42 a month cheaper. I went in to try to have them fix this and they were unable to do anything stating that supply and demand caused the rate hike. Be warned that their rates posted will go massively up without little to no warning."

³ – Jason of Placentia, CA (April 5, 2018)

"I have been with this rip off company for too many years. **I'm sick and tired of the price changes every six months.** I think I'm going to call my local news WAVYTV10 and ask them to do a report. I suggest anyone who sees this and know what I'm talking about does the same. I have never been with a company who does this. I'm in the military I pay on time and have been with them forever. The facility I am in is nice and fairly convenient to where I live. This price jacking is insane! Please report them to every possible social media and consumer reports avenue.:

– Tameaka of Virginia Beach, VA (August 23, 2018)⁴

1

“New place and have low monthly rates to start BUT, I just got a 15% increase in monthly rate after being there only 5 months. So, Chicago has no protections on rent increases and storage companies know that you must rent a truck and move the stuff out. Also, I have had many times at this location where I can not [sic] get into the garage space because moving companies are allowed to block the garage from other paying customers.”

– Victor Z. of Chicago, IL (April 5, 2017)⁵

32. All consumers who have been enticed into leasing storage units from Extra Space by the pricing practices described in this Complaint have suffered damage as a result of Extra Space's bait-and-switch advertising. Plaintiffs bring this action to represent those consumers who leased from Extra Storage and suffered damages in the amount of the difference between the increased rental rates and the original rental rates to which Plaintiffs and Class members agreed in their leases, in amounts that will be proven at trial.

THE EXPERIENCES OF THE NAMED PLAINTIFFS

Plaintiff Lamar Mosley

33. Plaintiff Lamar Mosley rented a storage unit in April 2018 at Extra Space's facility located at 6401 San Leandro Street, Oakland, California 94621 at a monthly rate of \$127. Mr. Mosley needed a storage unit because he had recently moved from Lathrop, California to Oakland, California.

³ (Extra Space Storage, Consumer Affairs < <https://www.consumeraffairs.com/movers/extra-space-self-storage.html?page=2> [as of Jan. 28, 2019].)

⁴ (Extra Space Storage, Consumer Affairs <<https://www.consumeraffairs.com/movers/extra-space-self-storage.html>> [as of Jan. 28, 2019].)

⁵ (Extra Space Storage, Yelp <[available at https://www.yelp.com/biz/extra-space-storage-chicago-34?osq=Extra+Space+Storage](https://www.yelp.com/biz/extra-space-storage-chicago-34?osq=Extra+Space+Storage)> [as of Jan. 28, 2019].)

1 and his new home in Oakland could not hold all of his and his family's belongings. Though there were
2 storage facilities closer to his home, Mr. Mosley rented with Extra Space because of its competitive
3 pricing. At the time he was considering renting with Extra Space, an Extra Space employee at the 6401
4 San Leandro Street location advised that Mr. Mosley could either get a free month's rent or commit to a
5 low rate if he rented "long term." The employee also advised that Extra Space would not arbitrarily
6 raise rates and would only raise his rate to cover costs.

7 34. Five months later, in September 2018, Mr. Mosley's rate went up from \$127 to \$146.
8
9 Mr. Mosley did not get any notice of the rental increase. Rather, Mr. Mosley received an email from
Extra Space notifying him of his new billing statement, which included the increased rental rate.

10 35. Because of the expense and time it would take to find a new storage facility and move
11 his belongings from Extra Space to another facility, Mr. Mosley continued to rent with Extra Space
12 despite the rate increase.

36. Extra Space's deceptive advertised rental rate was a substantial factor in causing Mr.
Mosley's decision to lease a unit.

15 37. That is, if Mr. Mosley had known at the time he rented that Extra Space had a practice
16 of increasing rental rates for all consumers who rent storage units within a few months, for reasons
17 unrelated to rising costs, he would not have rented with Extra Space.

18 38. Moreover, if Mr. Mosley had known that the purpose of the increase in his rental rate
19 was to increase profits, not to keep up with rising costs as represented, he would not have continued to
20 lease a storage unit with Extra Space.

21 39. Because of Extra Space's past deception, Mr. Mosley will be unable to rely on Extra
22 Space's advertising in the future. As a result, he will not lease another unit, even though he would like
23 to.

24 40. If Extra Space's true rental rate was advertised from the outset, and did not increase for
25 reasons other than rising costs as represented, Mr. Mosley would likely lease a unit with Extra Space in
26 the future.

Plaintiff Lenay Johnson

28 41. Plaintiff Lenay Johnson rented a storage unit in March 2018 at Extra Space's facility

1 located at 17575 S. Western Avenue, Gardena, California, 90248 at a monthly rate of \$205. Ms.
2 Johnson needed a storage unit because she had recently moved in with her mother.

3 42. Ms. Johnson was told by an Extra Space employee at the at 17575 S. Western Avenue,
4 Gardena, California, 90248 location that her rate would only go up because of rising costs.

5 43. Four months later, in July 2018, Ms. Johnson received a postcard in the mail notifying
6 her that her rate would go up from \$205 to \$236 on August 17, 2018.

7 44. Because of the expense and time it would take to find a new storage facility and move
8 her belongings from Extra Space to another facility, Ms. Johnson continued to rent with Extra Space
9 despite the increase.

10 45. Extra Space's deceptive advertised rental rate was a substantial factor in causing Ms.
11 Johnson's decision to lease a unit.

12 46. That is, if Ms. Johnson had known at the time she rented that Extra Space had a
13 practice of increasing rental rates within a few months for all consumers who rent storage units, for
14 reasons unrelated to rising costs, she would not have rented with Extra Space.

15 47. Moreover, if Ms. Johnson had known that the purpose of the increase in her rental rate
16 was to increase profits, not to keep up with rising costs as represented, she would not have continued
17 to lease a storage unit with Extra Space.

18 48. Because of Extra Space's past deception, Ms. Johnson will be unable to rely on Extra
19 Space's advertising in the future. As a result, she will not lease another unit, even though she would like
20 to.

21 49. If Extra Space's true rental rate was advertised from the outset, and did not increase for
22 reasons other than rising costs as represented, Ms. Johnson would likely lease a unit with Extra Space in
23 the future.

Plaintiff Alexandru Ionescu

25 50. Plaintiff Alexandru Ionescu rented a storage unit in June 2017 at Extra Space's facility
26 located at 3808 Cedar Street, San Diego, California 92105 at a rate of \$70. Mr. Ionescu is a member of
27 the United States Navy in its Helicopter Maritime Strike Squadron Seven Five. Mr. Ionescu needed a
28 storage unit while he was deployed from June 5, 2017 to December 5, 2017 on the USS Nimitz to the

1 Middle East and Japan.

2 51. Mr. Ionescu was told by an Extra Space employee that his rate would only go up to
3 account for rising costs.

4 52. Months after he first signed a lease, Mr. Ionescu received notice that his rate would go
5 up to \$75 on November 1, 2017.

6 53. Because he was deployed, Mr. Ionescu had no way of moving his belongings from
7 Extra Space to another facility. As such, Mr. Ionescu continued to rent with Extra Space despite the
8 increase.

9 54. Extra Space's deceptive advertised rental rate was a substantial factor in causing Mr.
10 Ionescu's decision to lease a unit.

11 55. In other words, if Mr. Ionescu had known at the time he rented that Extra Space had a
12 practice of increasing rental rates for all customers within a few months unrelated to rising costs, he
13 would not have rented with Extra Space.

CLASS ACTION ALLEGATIONS

15 56. Plaintiffs bring this action on behalf of themselves and the class defined as follows:

16 All persons residing in the United States who signed leases for storage
17 units in California from Extra Space Storage from January 28, 2015 to
present.

18 57. The questions here are ones of common or general interest to class members. These
19 questions predominate over questions that may affect only individual class members because Extra
20 Space has acted on grounds generally applicable to the class. Such common legal or factual questions
21 include, but are not limited to:

- 22 a. Whether Defendant's pricing practices were and are likely to mislead consumers;
- 23 b. Whether Defendant's representations, including on its website, that increases in rental rates
24 are related to "rising costs" are false and misleading;
- 25 c. Whether Defendant knew or should have known that its pricing practices were and are
26 likely to mislead consumers;
- 27 d. Whether Defendant knew or should have known that its advertised prices for its storage
28 units were and are false and/or misleading;

- 1 e. Whether Defendant made and continues to make false or misleading statements of fact
- 2 concerning advertised rental rates;
- 3 f. Whether Defendant made and continues to make false or misleading statements of fact
- 4 concerning the circumstances under which it will increase its rental rates;
- 5 g. Whether the facts Defendant failed and continues to fail to disclose in its advertising were
- 6 and are material;
- 7 h. Whether reliance on Defendant's misrepresentations and omissions is presumed;
- 8 i. Whether Defendant's acts alleged herein were unlawful;
- 9 j. Whether Defendant's acts alleged herein were and are unfair;
- 10 k. Whether consumers suffered and continue to suffer damage as a result of Defendant's acts
- 11 alleged herein;
- 12 l. The extent of the damage suffered by consumers as a result of Defendant's acts alleged
- 13 herein;
- 14 m. Whether Defendant should be enjoined from continuing to advertise as alleged herein.

15 58. Members of the class are so numerous that joinder is impracticable. While the exact
 16 number of class members is unknown to Plaintiffs, it is believed that the class comprises thousands of
 17 members geographically disbursed throughout California.

18 59. It is impracticable to bring Class members' individual claims before the Court. Class
 19 treatment permits a large number of similarly situated persons or entities to prosecute their common
 20 claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of
 21 evidence, effort, expense, or the possibility of inconsistent or contradictory judgments that numerous
 22 individual actions would engender. The benefits of the class mechanism, including providing injured
 23 persons or entities with a method for obtaining redress on claims that might not be practicable to
 24 pursue individually, substantially outweigh any difficulties that may arise in the management of this class
 25 action.

26 60. Plaintiffs' claims are typical of the members of the class and all subclasses, as all
 27 members of the class are similarly affected by Extra Space's actionable conduct. Plaintiffs and all
 28 members of the class leased storage units with Extra Space in California. In addition, Extra Space's

1 conduct that gave rise to the claims of Plaintiffs and members of the class (*i.e.* advertising a rental rate
2 and then increasing the rate after Plaintiffs signed leases without any connection to rising costs) is the
3 same for all members of the class.

4 61. Plaintiffs will fairly and adequately protect the interests of the class because they have
5 no interests antagonistic to, or in conflict with, the class that Plaintiffs seeks to represent. Furthermore,
6 Plaintiffs have retained counsel experienced and competent in the prosecution of complex class action
7 litigation, particularly that involving false and misleading advertising.

8 62. Plaintiffs know of no difficulty to be encountered in this action that would preclude its
9 maintenance as a class action.

10 63. Extra Space has acted or refused to act on grounds generally applicable to the class,
11 thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the
12 class as a whole.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Violations of False Advertising Law (California Business and Professions Code section 17500)

(By Plaintiffs and on Behalf of the Class)

16 64. Plaintiffs repeat and reallege each and every fact, matter, and allegation set forth above
17 and incorporates them at this point by reference as though set forth in full.

18 65. Defendant's acts alleged herein violate California Business and Professions Code section
19 17500. Defendant acted knowingly, recklessly, and in conscious disregard of the true facts in perpetuating
20 its deceptive advertising scheme and causing injuries to Plaintiffs and the Class.

21 66. Plaintiffs and the Class have been misled and unfairly induced to enter into transactions
22 and to overpay for the lease of storage units. As a result of Defendant's false and misleading pricing
23 practices, misrepresentations, and omissions, Plaintiffs and the Class have been injured in amounts not
24 less than the difference between any increase in their rental rates and the original rental rates to which
25 Plaintiffs and Class members agreed in their leases, but which are believed to exceed the hundreds of
26 thousands, or possibly millions, of dollars in the aggregate. These amounts have been paid to Defendant
27 by Plaintiffs and the Class and should be restored to them.

SECOND CAUSE OF ACTION

Violations of Unfair Competition Law (California Business and Professions Code section 17200)

(By Plaintiffs Johnson and Mosley and on Behalf of the Class)

67. Plaintiffs Johnson and Mosley repeat and reallege each and every fact, matter, and allegation set forth above and incorporates them at this point by reference as though set forth in full.

68. Defendant has engaged in business acts and practices that, as alleged above, constitute unfair competition in violation of Business and Professions Code section 17200. Specifically, Defendant's acts alleged herein are unfair and likely to deceive the general public, and Defendant's acts alleged herein are unlawful in that they violate California Business and Professions Code section 17500 (false and misleading advertising), and California Civil Code sections 1770(a)(9), (13), and (14) (CLRA), as well as other federal and state statutes and regulations.

69. As a result of Defendant's unfair, fraudulent, and unlawful business practices alleged herein, Plaintiffs Johnson and Mosley and the Class have been injured in amounts not less than the difference between any increase in their rental rates and the original rental rates to which Plaintiffs Johnson and Mosley and Class members agreed in their leases, which amounts have not yet been ascertained but which are believed to exceed the hundreds of thousands, or possibly millions, of dollars in the aggregate. These amounts have been paid to Defendant by Plaintiffs Johnson and Mosley and the Class and should be restored to them.

70. If Defendant is permitted to continue to engage in the unlawful, unfair, and fraudulent pricing practices described above, its conduct will engender further injury, expanding the number of injured members of the public beyond its already large size, and will tend to render any judgment at law, by itself, ineffectual. Under such circumstances, Plaintiffs Johnson and Mosley and the Class have no adequate remedy at law in that Defendant will continue to engage in the wrongful conduct alleged herein, thus engendering a multiplicity of judicial proceedings. Plaintiffs Johnson and Mosley and the Class request and are entitled to injunctive relief, enjoining Defendant from continuing to engage in the unfair, unlawful, and fraudulent advertising described herein.

THIRD CAUSE OF ACTION

Violations of the California Consumers Legal Remedies Act (By Plaintiffs and on Behalf of the Class)

71. Plaintiffs repeat and realleges each and every fact, matter, and allegation set forth above and incorporates them at this point by reference as though set forth in full.

72. At all relevant times, Plaintiffs were “consumers” as defined by California Civil Code section 1761(d).

73. At all relevant times, Defendant's storage units constituted "goods" as defined by California Civil Code section 1761(a).

74. At all relevant times, Defendant constituted a “person” as defined by California Civil Code section 1761(c).

75. At all relevant times, Plaintiffs and each of the Class member's purchases of Defendant's goods constituted a "transaction" as defined by California Civil Code section 1761(e).

76. The CLRA provides that it is unlawful to: (i) advertise goods or services with the intent not to sell them as advertised; and (ii) represent that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law. Cal. Civ. Code §§ 1770(a)(9), (14). Defendant's acts alleged herein violate the CLRA.

77. Plaintiffs, on behalf of themselves and the Class, seeks an order enjoining Defendant's unfair or deceptive acts or practices, equitable relief, an award of attorneys' fees and costs under Cal. Civ. Code § 1780(e). Plaintiffs Mosley and Johnson, on behalf of themselves and the Class, further request damages under Cal. Civ. Code § 1780(d).

78. Plaintiff Ionescu reserves the right to give statutory written notice of this claim via certified mail, and to thereafter seek damages via an amended complaint.

WHEREFORE, Plaintiffs pray for judgment as follows:

ON THE FIRST AND SECOND CAUSES OF ACTION

79. For an order requiring Defendant to restore monies that Defendant acquired from Plaintiffs and Class members in the amount not less than the difference between any increase in

1 Plaintiffs and Class Members' rental rates and the original rental rates to which Plaintiffs and Class
2 members agreed in their leases;

3 80. Interest on all such sums restored at the maximum legal rate;

4 81. For an order or orders enjoining Defendant from continuing to employ unfair
5 methods of competition and commit unfair and deceptive acts and practices alleged in this
6 complaint and any other acts and practices proven at trial;

7 82. For an award of attorneys' fees to Plaintiffs' counsel pursuant to section 1021.5 of
8 the California Code of Civil Procedure;

9 83. For costs of suit incurred in this action; and

10 84. For such other and further relief as the Court may deem just and proper.

11 **ON THE THIRD CAUSE OF ACTION**

12 85. For an order or orders enjoining Defendant from continuing to employ unfair methods
13 of competition and commit unfair and deceptive acts and practices alleged in this complaint and any
14 other such acts and practices proven at trial;

15 86. For an award of damages, costs, and attorneys' fees to Plaintiffs' counsel pursuant to
16 California Civil Code section 1780(d) and California Code of Civil Procedure section 1021.5;

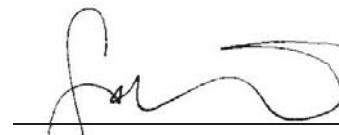
17 87. For such other and further relief as the Court may deem just and proper.

18 **JURY DEMAND**

19 Plaintiffs hereby demand a jury trial in the instant action.

20
21 Dated: March 25, 2019

Respectfully submitted,



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Sabita J. Soneji (CA Bar No. 224262)
1970 Broadway, Suite 1070
Oakland, CA 94612
Telephone: (510) 254-6808
Facsimile: (202) 973-0950
ssoneji@tzlegal.com

1 Sabita J. Soneji (CA Bar No. 224262)
2 Tanya Koshy (CA Bar No. 277095)
TYCKO & ZAVAREEI LLP
3 1970 Broadway, Suite 1070
Oakland, CA 94612
4 Telephone: (510) 254-6808
Facsimile: (202) 973-0950
5 ssoneji@tzlegal.com
6 tkoshy@tzlegal.com

Counsel for Plaintiffs and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

ALEXANDRU IONESCU, LENAY JOHNSON, AND LAMAR MOSLEY,
individually and on behalf of themselves and all others similarly situated,

, Plaintiffs,

V.

EXTRA SPACE STORAGE INC.,

Defendant.

Case No. RG19004671

(JURY TRIAL DEMANDED)

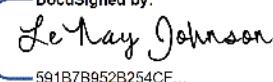
**DECLARATION OF LENAY
JOHNSON**

1 I, Lenay Johnson, declare that:

- 2 1. I have personal knowledge of the facts stated herein, and could and would testify competently
3 thereto if sworn as a witness.
- 4 2. I am a resident of the County of Los Angeles, State of California. The transaction(s) in which I
5 was involved in that give rise to the causes of action in the complaint took place in the County
6 of Los Angeles.

7 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
8 correct.

9 Executed on March 25, 2019 in Hawthorne, California

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11 DocuSigned by:
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LENAY JOHNSON

1 Sabita J. Soneji (CA Bar No. 224262)
2 Tanya Koshy (CA Bar No. 277095)
TYCKO & ZAVAREEI LLP
3 1970 Broadway, Suite 1070
Oakland, CA 94612
4 Telephone: (510) 254-6808
Facsimile: (202) 973-0950
5 ssoneji@tzlegal.com
6 tkoshy@tzlegal.com

Counsel for Plaintiffs and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

ALEXANDRU IONESCU, LENAY JOHNSON, AND LAMAR MOSLEY,
individually and on behalf of themselves and all
others similarly situated,

, Plaintiffs,

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EXTRA SPACE STORAGE INC.,

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Case No. RG19004671

(JURY TRIAL DEMANDED)

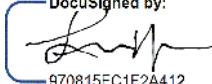
**DECLARATION OF LAMAR
MOSLEY**

1 I, Lamar Mosley, declare that:

- 2 1. I have personal knowledge of the facts stated herein, and could and would testify competently
3 thereto if sworn as a witness.
- 4 2. I am a resident of the County of Alameda, State of California. The transaction(s) in which I was
5 involved in that give rise to the causes of action in the complaint took place in the County of
6 Alameda.

7 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
8 correct.

9 Executed on March 25, 2019 in Oakland, California

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11 DocuSigned by:
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12 Lamar Mosley

EXHIBIT A

This is Google's cache of <https://www.sparefoot.com/self-storage/news/4015-extra-space-starts-2016-strong/>. It is a snapshot of the page as it appeared on Sep 26, 2018 09:54:30 GMT. The current page (<https://www.sparefoot.com/self-storage/news/4015-extra-space-starts-2016-strong/>) could have changed in the meantime. Learn more. (<http://support.google.com/websearch/bin/answer.py?hl=en&p=cached&answer=1687222>)

Full version Text-only version (<http://webcache.googleusercontent.com/search?q=cache:eZAWYaNVCUJ:https://www.sparefoot.com/self-storage/news/4015-extra-space-starts-2016-strong/>)
 Tip: To quickly find your search term on this page, press **Ctrl+F** or **⌘-F** (Mac) and use the find bar.

Extra Space finds "sweet spot" on rent increases

by Alexander Harris (<https://www.sparefoot.com/self-storage/news/author/alexander-harris/>) on May 3, 2016 (<https://www.sparefoot.com/self-storage/news/4015-extra-space-starts-2016-strong/>)

After buying up more than 170 self-storage locations for more than \$1.7 billion last year, Salt Lake City, UT-based Extra Space Storage isn't done yet.

The company acquired 21 stores in the first quarter for \$192 million. The company has closed or put under contract another 21 locations since the end of the quarter that total more than \$262 million.

CEO Spencer Kirk said during the company's quarterly earnings call that he witnessed elevated deal flow during the first quarter. While the properties coming to market run the gamut in terms of quality, Kirk said they do have one thing in common.

"We see asset quality spanning the spectrum. The constant in all of this, prices are high, really high," Kirk said, "You can have crappy assets that we think are just way out of market, and you can have really nice assets, that even for us or the other REITs, are getting a bit too rich to transact."

Looking for smart deals

That's in part due to the increasing number of buyers both in and out of the industry looking to deploy capital into the asset class.

"There is a lot of money chasing these assets," Kirk said.

Extra Space remains focused on "opportunities that make sense geographically and economically," Kirk said.

So far this year, the company has also purchased three facilities at certificate of occupancy for \$32 million. It has four more C of O deals under contract for a total of \$27.45 million. In addition, the company purchased three additional facilities at C of O as part of joint ventures. Six more are under contract for purchase via JV partners.



(<https://www.sparefoot.com/self-storage/news/wp-content/uploads/sites/4/2016/04/stockbridge-e1461190636878.jpg>)

A recently acquired Extra Space location in near Atlanta, GA.

Strong start

Extra Space reported revenue during the first quarter of \$229.4 million, an increase of 32.5 percent compared to last year. Profits hit \$89.4 million during the quarter, up 52 percent.

Same-store performance was also strong: revenue climbed 9.1 percent and NOI up to 12.3 percent.

Performance was boosted by high same-store occupancy, ending the quarter at 92.8 percent—the highest first quarter ending occupancy in the company's history. At the same time rents charged at same-store locations rose an average of 7.5 percent to reach a total of \$15.67 per square foot.

Finding the sweet spot

Kirk said that the vast majority of Extra Space customers absorb rental rate increases without moving out.

"We are hitting the sweet spot," Kirk said regarding the company's rate increases on existing customers. Extra Space is able to raise rates on customers up to 10 percent with little pushback, he said.

"Let's be realistic about this. If you are renting a unit and you find out your rent is going up \$15, you are not likely to rent a U-Haul truck, pack up your stuff, go down the street, unpack your stuff and return the truck just to save 15 bucks," Kirk said. "Most people won't go through the effort to do that."

Advertisement

1 Sabita J. Soneji (CA Bar No. 224262)
2 Tanya Koshy (CA Bar No. 277095)
TYCKO & ZAVAREEI LLP
3 1970 Broadway, Suite 1070
Oakland, CA 94612
4 Telephone: (510) 254-6808
Facsimile: (202) 973-0950
5 ssoneji@tzlegal.com
6 tkoshy@tzlegal.com

Counsel for Plaintiffs and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

12 LENAY JOHNSON AND LAMAR MOSLEY,
13 individually and on behalf of themselves and all
others similarly situated,

Case No. RG19004671

Plaintiffs,

V.

EXTRA SPACE STORAGE INC.,

Defendant.

PROOF OF SERVICE

PROOF OF SERVICE

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Alameda, State of California. My business address is 1970 Broadway, Suite 1070, Oakland, CA 94612.

On March 25, 2019, I served true copies of the following document(s) described as:

- FIRST AMENDED COMPLAINT

to the interested parties below:

Quyen L. Ta
BOIES SCHILLER FLEXNER LLP
1999 Harrison Street, Suite 900
Oakland, CA 94612
qta@bsflp.com

Attorney for Defendant Extra Space Storage, Inc.

[X] BY E-MAIL: I transmitted a correct and true attachment of the document(s) to the email addresses listed above.

[X] BY FIRST CLASS MAIL: I enclosed a copy of the document(s) in a sealed envelope addressed as indicated above and deposited it with the United States Postal Service, first class postage fully prepaid.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED this 25th day of March 2019, in Oakland, CA.

Chloe Noh

Chloe Hyunji Noh

1 Quyen L. Ta (SBN 229956)
2 Kathleen R. Hartnett (SBN 314267)
3 James A. Unger (SBN 325115)
4 BOIES SCHILLER FLEXNER LLP
5 1999 Harrison Street, Suite 900
6 Oakland, CA 94612
7 Telephone: (510) 874-1000
8 Facsimile: (510) 874-1460
9 E-mail: qta@bsflp.com
10 khartnett@bsllp.com
11 junger@bsflp.com

ENDORSED
FILED
ALAMEDA COUNTY

APR - 4 2019

CLERK OF THE SUPERIOR COURT
By MICHELLE BANKS

Deputy

8 *Attorneys for Defendant Extra Space Storage Inc.*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF ALAMEDA**

12
13 LENAY JOHNSON and LAMAR MOSLEY,
14 individually and on behalf of themselves and
15 all other similarly situated,

Case No. RG19004671

16 **PROOF OF SERVICE**

17 *Plaintiffs,*

18 *vs.*

19 EXTRA SPACE STORAGE INC.,

20 *Defendant.*

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PROOF OF SERVICE

I, the undersigned, declare as follows:

1. I am employed in the County of Alameda, State of California. I am over the age of eighteen years and I am not a party to this action. My business address is 1999 Harrison St., Suite 900, Oakland, CA 94612, in said County and State.

2. On April 4, 2019, I served

STIPULATION TO EXTEND DEADLINES AND [PROPOSED] ORDER

by providing a true copy thereof addressed to each of the persons named below as indicated below:

Sabita J. Soneji
Tanya Koshy
TYCKO & ZAVAREEI LLP
1970 Broadway, Suite 1070
Oakland, CA 94612
ssoneji@tzlegal.com
tkoshy@tzlegal.com

- BY MAIL:** I placed a true copy in a sealed envelope addressed as indicated above, on the above-mentioned date. I am familiar with the Firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

BY PERSONAL SERVICE: I placed a true copy in a sealed envelope addressed to each person[s] named at the address[es] shown and giving same to a messenger for personal delivery before 5:00 p.m. on the above-mentioned date.

BY ELECTRONIC MAIL

BY FACSIMILE: On the above-mentioned date, I served a copy of the above-referenced documents [excluding exhibits] by facsimile transmission to the person[s] at the number[s] indicated.

BY FEDERAL EXPRESS NEXT-DAY AIR: I placed a true copy in a sealed envelope addressed as indicated above, on the above-mentioned date. I am familiar with the Firm's practice of collection and processing correspondence for delivery by Federal Express. Pursuant to that practice, envelopes placed for collection at designated locations during designated hours are delivered to Federal Express with a fully completed Airbill, under which all delivery charges are paid by Boies, Schiller & Flexner LLP, that same day in the ordinary course of business.

(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct and that the foregoing document(s) were printed on recycled paper.

(FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on April 4, 2019 at Oakland, California.

By 
Ashleigh jensem

1 Quyen L. Ta (SBN 229956)
2 Kathleen R. Hartnett (SBN 314267)
3 James A. Unger (SBN 325115)
4 BOIES SCHILLER FLEXNER LLP
5 1999 Harrison Street, Suite 900
6 Oakland, CA 94612
7 Telephone: (510) 874-1000
8 Facsimile: (510) 874-1460
9 E-mail: qta@bsflp.com
10 khartnett@bsllp.com
11 junger@bsflp.com

ENDORSED
FILED
ALAMEDA COUNTY
APR - 4 2019
CLERK OF THE SUPERIOR COURT
By MICHELLE BANKS Deputy

8 *Attorneys for Defendant Extra Space Storage Inc.*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF ALAMEDA

12 LENAY JOHNSON and LAMAR MOSLEY,
13 individually and on behalf of themselves and
14 all other similarly situated,

Case No. RG19004671

15 **Plaintiffs,**
16 **vs.**
17 **EXTRA SPACE STORAGE INC.,**
18 **Defendant.**

19

**STIPULATION TO EXTEND DEADLINES
AND [PROPOSED] ORDER**

1 Defendant Extra Space Storage, Inc. (“Defendant”) and Plaintiffs Lamar Mosley, Lenay
2 Johnson, and Alexandru Ionescu (“Plaintiffs”), through undersigned counsel, notify the Court of
3 Defendant’s intention to remove this action to federal court on or before April 24, 2019, and
4 therefore stipulate and request the Court continue the Case Management Statement and Case
5 Management Conference until after that date.
6

7 WHEREAS, the parties have met and conferred regarding Defendant’s intention to remove
8 this action to the United States District Court for the Northern District of California under the Class
9 Action Fairness Act, 28 U.S.C. § 1332(d), on or before Defendant’s April 24, 2019 deadline to
10 answer or otherwise respond to the Complaint;

11 WHEREAS, the parties’ deadline to submit a Case Management Statement in this action is
12 currently April 8, 2019;
13

14 WHEREAS, the Case Management Conference in this action is currently set for April 23,
15 2019;

16 WHEREAS, Defendant does not waive, and expressly reserves, its right to assert all
17 defenses including to move to compel arbitration pursuant to the Federal Arbitration Act, 9 U.S.C.
18 §§ 1-16;
19

20 WHEREAS, the parties wish to conserve judicial resources and streamline the case
21 management process, and therefore respectfully submit that a Case Management Statement need not
22 be filed and a Case Management Conference need not be held prior to April 24, 2019, given
23 Defendant’s intention to remove this action to federal court on or before that date;
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The Parties hereby STIPULATE and REQUEST that the Case Management Conference and the deadline for the parties to file a Case Management Statement, be continued until a date after April 24, 2019, and then only to occur to if this action is not removed on or before that date.

Dated: April 4, 2019

Respectfully submitted,

By:

Изменя

Quyen L. Ta (SBN 229956)
BOIES SCHILLER FLEXNER LLP
1999 Harrison Street, Suite 900
Oakland, CA 94612
Telephone: (510) 874-1000
Facsimile: (510) 874-1460
E-mail: qta@bsflp.com

Attorneys for Defendant Extra Space Storage Inc.

Dated: April 4, 2019

By:

Sabita J. Soneji
TYCKO & ZAVAREEI LLP
1970 Broadway, Suite 1070
Oakland, CA 94612
Telephone: (510) 254-6808
Facsimile: (202) 973-0950
Email: ssoneji@tzlegal.com

Attorneys for Plaintiffs Johnson and Mosley

1 **[PROPOSED] ORDER**

2 Good cause shown, the Court hereby ORDERS that if this action is not removed to federal
3 court on or before April 24, 2019, the Case Management Statement will be due on _____,
4 2019. The Case Management Conference would be held on _____, 2019.

5
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8 DATED: _____

9 _____
10 Hon. Brad Seligman
11 Judge of the Superior Court

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Tycko & Zavareei LLP
Attn: Soneji, Sabita J
1970 Broadway
#1070
Oakland, CA 94612

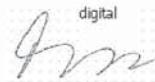
Boies Schiller Flexner LLP
Attn: Ta, Quyen L.
1999 Harrison Street
Suite 900
Oakland, CA 94612

**Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse**

Johnson vs. <u>Extra Space Storage Inc.</u>	Plaintiff/Petitioner(s) Defendant/Respondent(s) (Abbreviated Title)	No. <u>RG19004671</u> Application Re: Other Ex Parte Granted
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IT IS ORDERED that the Defendant's Application Re: Other Ex Parte is granted. the 4/23 CMC is continued to 5/7/2019 at 3 pm. CMC statements to be filed 5 court days before hearing.

Dated: 04/15/2019


digital

Judge Brad Seligman